

AMERICAN FORK CITY COUNCIL  
SEPTEMBER 28, 2021  
PUBLIC HEARING AND REGULAR SESSION AGENDA

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, September 28, 2021, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

-Receiving public comment regarding the vacation of a portion of a public utility easement at 736 E. Fleming Drive, Lot #8 of the Woodstock Estates Plat D subdivision.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Shelton; roll call.
2. Presentation by the Veterans of Foreign Wars to Fire/Rescue and Police Department personnel.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. Mayor's Report

COMMON CONSENT AGENDA

(*Common Consent* is that class of Council action that requires no further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single motion unless removed from the Common Consent Agenda.)

1. Approval of the August 24, 2021, city council minutes.
2. Approval of the September 14, 2021, city council minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$365,951.50 and issue a Notice of Acceptance for the Millpond Apartments construction of public improvements located at 79 North 1020 West.
4. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$ 154,581.52 and issue a Notice of Acceptance for the RIVULET APARTMENTS construction of public improvements located at 449 South 860 East.
5. Ratification of city payments (September 8, 2021, to September 21, 2021) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a Class B Beer license for Little India located at 987 West 500 North Suite 101.
2. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation;

and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.

- a. Review and action on the final subdivision plats for Greenwood Creek A and B located in the area of 900 North 640 West in the R-1-9,000 Residential zone
3. Review and action on an ordinance approving a vacation of a portion of a public utility easement at 736 E. Fleming Drive, Lot #8 of the Woodstock Estates Plat D subdivision.
4. Review and action on a purchase agreement for property at approximately 975 East Harvey Boulevard.
5. Review and action on a resolution authorizing the mayor to sign a letter of intent with Windy City Development LLC for the purchase of property.
6. Review and action on a purchase agreement for property located at 187 North 300 East.
7. Review and action on authorizing the mayor to sign a notice of approval for a quit-claim deed for Rockwell Ranch Owner Association.
8. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
9. Adjournment.

Dated this 24th day of September 2021.



Terilyn Lurker  
City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Public Works

Director Approval Scott Sensanbauger

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$365,951.50 and issue a Notice of Acceptance for the Millpond Apartments construction of public improvements located at 79 North 1020 West.

**SUMMARY RECOMMENDATION** The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

**BACKGROUND** Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

**BUDGET IMPACT** Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

**SUGGESTED MOTION** Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the MILLPOND APARTMENTS public improvements located at 79 North 1020 West. To authorize the issuance of documents and/or payments to

release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

*Note: With passage of the Common Consent Agenda items, the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.*

#### **SUPPORTING DOCUMENTS**

Millpond Apartments Performance Guarantee	(XLSX)
Notice of Completion-Millpond Apts.	(PDF)
Notice of Acceptance-Millpond Apts.	(PDF)



Name of Development: Millpond Apartments

Date		Date		Date		Date		Date		Date	
9/28/2021	Final Release										

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
SITE PREPARATION																		
	Mobilization	1	LS	\$15,000.00	\$15,000.00	1	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SWPPP																		
	SWPPP BMP Installation and Maintenance	1	LS	\$13,000.00	\$13,000.00	1	\$13,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SEWER																		
	8" PVC Sewer Line	1748	LF	\$27.00	\$47,196.00	1748	\$47,196.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4' Sewer Manhole Precast	8	Each	\$3,425.00	\$27,400.00	8	\$27,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sanitary Sewer Lateral Connection	23	Each	\$1,500.00	\$34,500.00	23	\$34,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Manhole	1	Each	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sewer Pipe Bedding Material	1748	LF	\$4.50	\$7,866.00	1748	\$7,866.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Foundation Material	18	CY	\$30.00	\$540.00	18	\$540.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Imported Backfill Material	23	CY	\$16.00	\$368.00	23	\$368.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Testing	1	LS	\$350.00	\$350.00	1	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																		
	8" DI Culinary Water	2073	LF	\$37.00	\$76,701.00	2073	\$76,701.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve	11	Each	\$1,530.00	\$16,830.00	11	\$16,830.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant Assembly	9	Each	\$2,850.00	\$25,650.00	9	\$25,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Water Laterals	22	Each	\$425.00	\$9,350.00	22	\$9,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Ductile Iron Laterals	12	Each	\$1,875.00	\$22,500.00	12	\$22,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1-1/2" Poly Pipe (Up to Water Meter)	817	LF	\$15.00	\$12,255.00	817	\$12,255.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8"x8"x8" Tee w/ Thrust Blocks	3	Each	\$800.00	\$2,400.00	3	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8"x6"x8" Tee w/ Thrust Blocks	9	Each	\$625.00	\$5,625.00	9	\$5,625.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 90 Deg. Bend w/ Thrust Blocks	2	Each	\$500.00	\$1,000.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 45 Deg. Bend w/ Thrust Blocks	4	Each	\$500.00	\$2,000.00	4	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 22.5 Deg. Bend w/ Thrust Blocks	3	Each	\$500.00	\$1,500.00	3	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 11.25 Deg. Bend w/ Thrust Blocks	2	Each	\$500.00	\$1,000.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Ductile Iron Fire Line	161	LF	\$38.00	\$6,118.00	161	\$6,118.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Gate Valve	9	Each	\$975.00	\$8,775.00	9	\$8,775.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Hot Tap	1	Each	\$4,500.00	\$4,500.00	1	\$4,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	FDC	12	Each	\$188.00	\$2,256.00	12	\$2,256.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Line Bedding Material	8	CY	\$20.00	\$160.00	8	\$160.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Line Backfill Material	16	CY	\$16.00	\$256.00	16	\$256.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Line Foundation Material	16	CY	\$30.00	\$480.00	16	\$480.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Testing	1	LS	\$350.00	\$350.00	1	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																		
	10' Sidewalk	133	LF	\$32.50	\$4,322.50	133	\$4,322.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Base Course for Concrete Work	1330	SF	\$0.85	\$1,130.50	1330	\$1,130.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Drive Approach Concrete	810	SF	\$6.00	\$4,860.00	810	\$4,860.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Base Course for Concrete Work	810	SF	\$1.00	\$810.00	810	\$810.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STORM DRAINAGE																		
	15" RCP Storm Drain	33	LF	\$36.00	\$1,188.00	33	\$1,188.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Bedding Material	33	LF	\$4.50	\$148.50	33	\$148.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Foundation Material	8	CY	\$30.00	\$240.00	8	\$240.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Imported Backfill Material	11	CY	\$16.00	\$176.00	11	\$176.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Manhole	1	Each	\$3,050.00	\$3,050.00	1	\$3,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Testing	1	LS	\$350.00	\$350.00	1	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CONSTRUCTION MANAGEMENT/MISC.																		
	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

	\$365,951.50	\$365,951.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Available for Release
10% Durability - retained at ICG release	\$36,595.15								\$36,595.15 Durability Period
ICG Amount	\$402,546.65								
Street Lights	\$0.00								
Fees	\$0.00								

Attachment: Millpond Apartments Performance Guarantee (Final Bond Release - MILLPOND APARTMENTS)



## NOTICE OF COMPLETION AND REQUEST FOR RELEASE

*Projects and/or subdivisions completed within the corporate limits of American Fork City*

Mayor of American Fork  
51 East Main  
American Fork, UT 84003

Re: Millpond Apartments Bond Release Request

Dear Mayor:

As the project and/or subdivision construction has now been completed in full, I request that the Improvement Completion Assurance be released in full up to one hundred percent (100%) of the initial construction costs. Following the release of the Improvement Completion Assurance, I understand that the one (1) year Improvement Warranty period will commence wherein ten percent (10%) of the total Improvement Completion Assurance is held to ensure the durability of the constructed improvements per City Ordinance Section 17.9.

I, Tom Henriod (Manager: Millpond Apartments, LLC), the owner, developer, and authorized representative of Millpond Apartments, LLC Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Millpond Apartments

Address: 79 N. 1020 W. American Fork, UT

Requested Amount: \$365,951.50

  
Owner/Developer

9/14/2021  
Date

Attachment: Notice of Completion-Millpond Apts. (Final Bond Release - MILLPOND APARTMENTS)



**NOTICE OF ACCEPTANCE /  
IMPROVEMENT COMPLETION ASSURANCE  
RELEASE AUTHORIZATION**

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance for **MILLPOND APARTMENTS**. Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvement Completion Assurance or to issue an authorized City check as appropriate for the type of guarantee provided. Upon issuance of this Notice of Acceptance, the Improvement Warranty Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvement Completion Assurance funds will be held as the Improvement Warranty pursuant to the City Performance Guarantee ordinance.

Amount Released: \$ 365,951.50

PASSED THIS 15 DAY OF SEPTEMBER, 2021.

\_\_\_\_\_  
City Representative, American Fork City

ATTEST:

\_\_\_\_\_  
Terilyn Lurker, City Recorder

Attachment: Notice of Acceptance-Millpond Apts. (Final Bond Release - MILLPOND APARTMENTS)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Public Works

Director Approval Scott Sensanbauger

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 154,581.52 and issue a Notice of Acceptance for the RIVULET APARTMENTS construction of public improvements located at 449 South 860 East.

**SUMMARY RECOMMENDATION** The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

**BACKGROUND** Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
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The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

**BUDGET IMPACT** Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

**SUGGESTED MOTION** Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the RIVULET APARTMENTS public improvements located at 449 South 860 East. To authorize the issuance of documents and/or payments to

release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

*Note: With passage of the Common Consent Agenda items, the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.*

#### **SUPPORTING DOCUMENTS**

Rivulet Notice of Completion-9.18.21 (PDF)

Rivulet Notice of Completion-9.18.21 (PDF)

Rivulet Bond Amount (PDF)



## NOTICE OF COMPLETION AND REQUEST FOR RELEASE

*Projects and/or subdivisions completed within the corporate limits of American Fork City*

Mayor of American Fork  
51 East Main  
American Fork, UT 84003

Re: Rivulet Apartments

Dear Mayor:

As the project and/or subdivision construction has now been completed in full, I request that the Improvement Completion Assurance be released in full up to one hundred percent (100%) of the initial construction costs. Following the release of the Improvement Completion Assurance, I understand that the one (1) year Improvement Warranty period will commence wherein ten percent (10%) of the total Improvement Completion Assurance is held to ensure the durability of the constructed improvements per City Ordinance Section 17.9.

I, Jarom Johnson, the owner, developer, and authorized representative of Rivulet Apartments Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Rivulet Apartments

Address: 449 South 860 East

Requested Amount: \$154,581.52

  
Owner/Developer

9-16-21  
Date

Attachment: Rivulet Notice of Completion-9.18.21 (Final Bond Release- RIVULET APARTMENTS)





## NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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51 East Main  
American Fork, UT 84003

Re: Rivulet Apartments

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I, Jarom Johnson, the owner, developer, and authorized representative of Rivulet Apartments Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Rivulet Apartments

Address: 449 South 860 East

Requested Amount: \$154,581.52

  
Owner/Developer

9-16-21  
Date

Attachment: Rivulet Notice of Completion-9.18.21 (Final Bond Release- RIVULET APARTMENTS)

**Exhibit A**

\$83,638.72	10% 1 year warranty for overall site improvements
\$59,486.80	Asphalt overlay, granular fill, subbase, asphalt trail paving, etc.
\$2,000.00	TV Camera work to be completed
\$8,700.00	Manholes to be grouted
\$756.00	21 linear feet of 36" pipe for storm drain @ \$36 p/lf
<hr/>	
\$154,581.52	Total bond amount





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a Class B Beer License for Little India located at 987 West 500 North Suite 101.

**SUMMARY RECOMMENDATION**

Staff recommends approval.

**BACKGROUND**

Little India is applying for a Class B beer license. This is a new license application.

**BUDGET IMPACT**

\$300 application fee.

**SUGGESTED MOTION**

I move to approve a Class B beer license for Little India located at 987 West 500 North Suite 101.

**SUPPORTING DOCUMENTS**

Beer License Application Little India(PDF)

American Fork

Printed: 09/13/2021

**LITTLE INDIA**

09/13/2021 - 12/30/2021

1695988

**Beer/Alcoholic Beverage Business  
License Application**

f5278340-14e0-11ec-8f63-e5abe437aa68

General

Active

New

**Application Review Status**

Final-Review

Not Reviewed

09/13/2021

**Fees**New Beer/Alcoholic Beverage  
Application Fee

\$300.00

**Subtotal****\$300.00****Amount Paid****\$0.00****Payments**

There are no payments

**Application Form Data**

(Empty fields are not included)

Applicant First Name

MANINDERPAL

Applicant Last Name

SINGH

Phone Number

Email Address

Are you a US Citizen?

Yes

Home Address (Street)

City

Attachment: Beer License Application Little India (Class B Beer License Application for Little India)

State

UT

Zip

84070

Previous Home Address

Name of Business to be Licensed

LITTLE INDIA

Business Address

987 W 500 N STE#101

City

AMERICAN FORK

State

UT

Zip

84003

Business Phone

(801) 756-8888

Type of American Fork City License

Class B Beer

Type of DABC License Applying for

BEER/WINE LICENSE

Please upload a copy of County Health Permit

 LITTLE INDIA.jpeg

## Signature

I hereby certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act, and that all the information I have provided in this application is true. I hereby certify that I have never been convicted of a felony, or any misdemeanor involving moral turpitude, or of any violation of any law or ordinance relating to alcoholic beverages, including DUI offenses. I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 5.08 of the American Fork City Code. I further agree to post any bonds required by the City pursuant to the terms of Chapter 5.08 of the City Code. No business license shall be transferred from one person to another, nor from one location to another.

Attachment: Beer License Application Little India (Class B Beer License Application for Little India)

MANINDERPAL SINGH - 09/13/2021 4:21 pm

Attachment: Beer License Application Little India (Class B Beer License Application for Little India)

## FULL-SERVICE RESTAURANT LIQUOR LICENSE

### Local Consent

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

**AUTHORITY:** Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

American Fork City, ☒ City ☐ Town ☐ County  
Local business license authority

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): Little India

Entity Name (or owner's name if sole proprietor): \_\_\_\_\_

Location Address: 987 W 500 N Ste #101  
AMERICAN FORK UT 84003

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.  
 The local consent must be submitted to the DABC by the applicant as part of a complete application.

Attachment: Beer License Application Little India (Class B Beer License Application for Little India)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Planning

Director Approval Adam Olsen

**AGENDA ITEM** Review and action on the final subdivision plats for Greenwood Creek A and B located in the area of 900 North 640 West in the R-1-9,000 Residential zone

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the final subdivision plats for Greenwood Creek with one dissenting vote as stated in the attached minutes of the September 8, 2021 planning commission meeting.

**BACKGROUND** The applicant proposes a 41-lot subdivision in the R-1-9,000 Residential zone with generously sized lots and a multi-use trail on the western side of the development that will contribute to the Mitchell Hollow/Hunter Park trail. The planning commission received public comment from two neighbors immediately east of the development who expressed concern regarding the development's traffic impacting their properties. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

**BUDGET IMPACT** No direct budgetary impact is anticipated as part of this final plat approval.

**SUGGESTED MOTION** I move to approve the final plats for Greenwood Creek A and B located in the area of 900 North 640 West in the R-1-9,000 Residential zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the September 8, 2021 planning commission meeting.

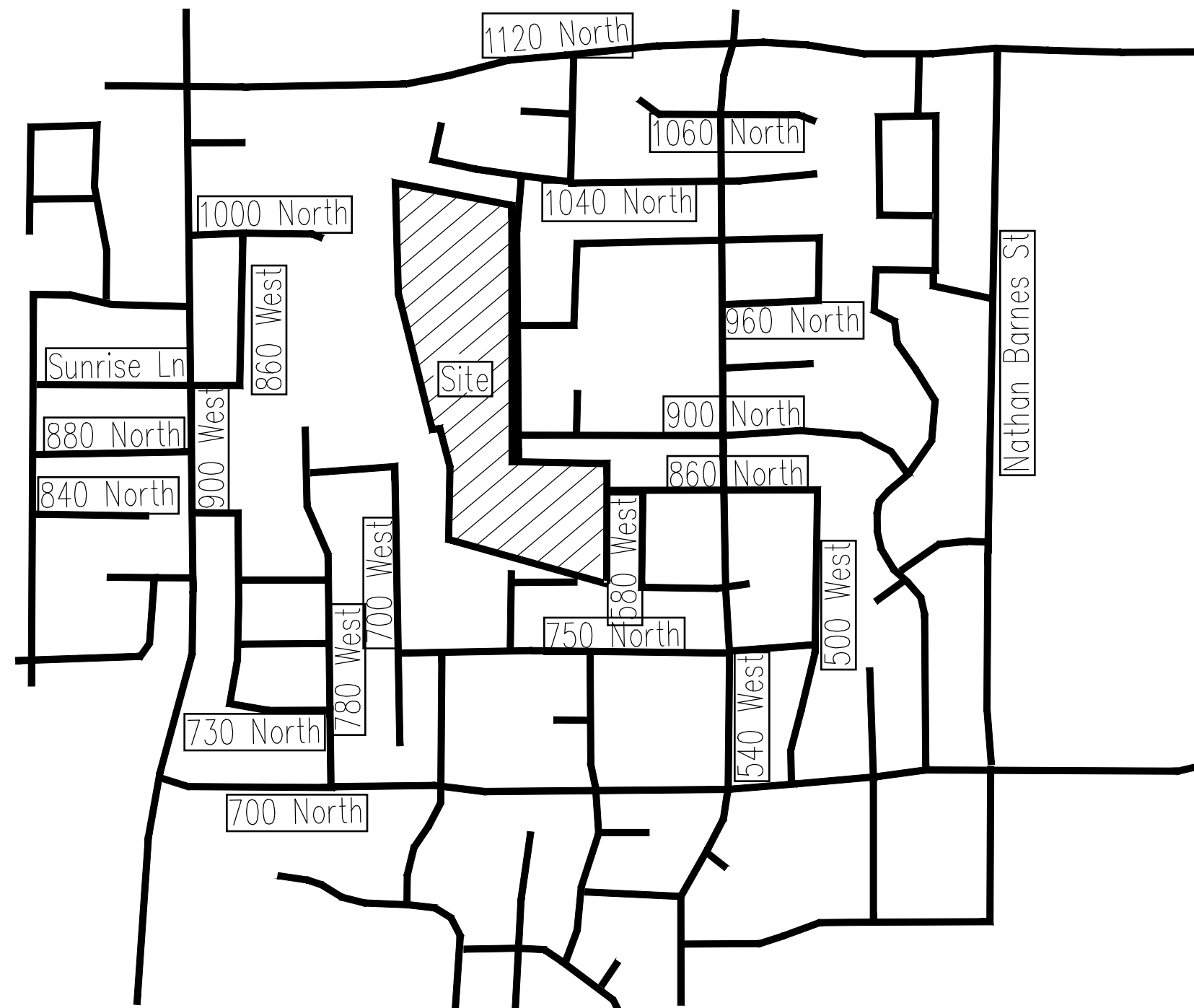
**SUPPORTING DOCUMENTS**

1. Plat (PDF)
2. Staff Report (PDF)
3. Supplemental Info (PDF)
4. Minutes (PDF)



# American Fork City

Utah



## Vicinity Map

Symbol	Description
	Proposed 8" Sanitary Sewer Main
	Existing Sanitary Sewer Main (size noted on plan)
	Proposed Culinary Water Main (size noted on plan)
	Existing Culinary Water Main (size noted on plan)
	Existing Storm Drain pipe (size noted on plan)
	Proposed Storm Drain pipe (size noted on plan)
	Cable TV utility lines
	Existing Power lines
	New underground Power lines
	Outside Boundary line
	Existing surface improvements
	Existing Sidewalk
	Existing Sidewalk
	Existing Contour Elevation
	Finish Contour Elevation
	Finish Spot Elevation
	Drainage Flow Direction
	Water Meter (size noted on plan)
	Culinary Water Valve
	Fire Hydrant
	Sanitary Sewer Manhole
	Storm Drain Manhole
	Storm Drain Box
ta tw boc bow SSMH SDMH WV GV WM eo PUE	top of asphalt top of sidewalk back of top of curb back of top of sidewalk Sanitary Sewer Manhole Storm Drain Manhole Water Valve Gas valve Water Meter edge of existing asphalt Public Utility Easement

NOTES:

1. The fire protection items (fire hydrant, water mains, access roads, etc.) shown on this site plan are preliminary only. Detailed fire protection plans shall be submitted with the building plans. Plan reviews by the fire Prevention Bureau shall be completed prior to the issuance of a building permit. The plan reviews by the Fire Prevention Bureau may identify additional fire protection requirements mandated by the International Fire Code. Fire hydrant foot valves shall be installed at the connection point with the main water lines.
2. All landscaped areas shall have an automatic, underground sprinkling system with a back-flow device to the building. Back-flow devices shall be installed and tested in accordance with the City Code. Water meters shall be located at the back of sidewalk or curb in an area that is accessible for reading and servicing. Water meters shall not be located within areas enclosed with fences or within 10 feet (10') of any existing or proposed structure.
3. If required by the City Code or by the applicant's permit for Industrial Wastewater Discharge, a sampling manhole and fat and oil separator/grease trap shall be installed I.A.W. City standards and specifications.
4. All signage shall comply with the requirements of the City Code.
5. All utilities, including water and sewer laterals, water and sewer mains, storm water drains, storm water sumps, sewer manholes, water valves, etc., shall not be located under covered parking areas and shall be installed according to the City Code.
6. All roof drainage shall be routed through on-site storm water management facilities.
7. At the time of construction, the City of American Fork may determine based on professional experience and judgment and at its sole discretion, the need for the Owner/Developer to pay for, remove, and replace any existing substandard improvements such as curbs, gutters, sidewalks, drive approaches, driveways, decorative concrete, wheelchair ramps, etc., or any unused drive approaches.
8. All construction shall conform to the City of American Fork construction standards and specifications unless the improvement is within the UDOT right-of-way, in which case the construction shall conform to UDOT construction standards and specifications.

## Sheet Index

1.0	Cover Sheet
1.1	General Notes
1.2	ALTA Survey
2.0, 2.1	Preliminary Plat
3.0, 3.1	Utility Plan
4.0,4.1	Grading & Drainage Plan
5.0,5.1,5.2	640 West Street
6.0	900 North Street
7.0	860 North Street
8.0	600 West Street
9.0	680 West Street
10.0	950 North Street
11.0	1000 North Street
12.0,12.1	Details
12.2,12.3	Details
13.0 13.1	SWPPP
14.0	BMP'S
15.0	Offsite Storm Drain Plan
16.0	Trail Profile
17.0	Trail Profile
	Final Plat A
	Final Plat B

## American Fork City Contacts

Company	Contact	Phone	Address			
AF City Culinary Water	Jay Brems	801-763-3060	275 East	200 North	American Fork, UT	84003
AF Pressurized Irrigation	Jay Brems	801-763-3060	275 East	200 North	American Fork, UT	84003
AF Sanitary Sewer	Ashton Hardy	801-763-3060	275 East	200 North	American Fork, UT	84003
AF Storm Drain Sewer	Ashton Hardy	801-763-3060	275 East	200 North	American Fork, UT	84003
AF Fire Marshall	Mat Sacco	801-763-3040	96 North	Center	American Fork, UT	84003
AF Fiber	Kyle Peterson	801-400-2933	275 East	200 North	American Fork, UT	84003
AF Flood Irrigation Company	Ernie John	801-471-6576	475 West	700 North	American Fork, UT	84003
Rocky Mountain Power	Teria Walker	801-756-1310	70 North	200 East	American Fork, UT	84003
COMCAST	Elysia Valdez	801-401-3017	9602 South	300 West	Sandy, Utah	84003
Timpanogas Special Service District	Darold Barlow	801-756-5231	6400 North	5050 West	Utah County, UT	84003
Century Link	Ryan Allred	385-223-0084	1485 West	3100 South	West Valley City, UT	84119
Qestor Gos	Trent Johnson	801-853-6548	1140 West	200 South	Salt Lake City, UT	84119
AF SWPPP Inspector	Harlan Nielson	801-763-3060	275 East	200 North	American Fork Utah	84003

## SURVEY DESCRIPTION

Commencing at a point located North 00°45'55" West along the Section line 434.00 feet and West 849.62 feet from the Southeast corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along Parker Heights Subdivision the following 8 courses: North 15°07'32" West 26.13 feet, North 66°32'42" West 41.46 feet, North 75°00'15" West 125.58 feet, along the arc of a 25.00 foot radius curve to the right 32.98 feet (chord bears South 52°12'00" West 30.64 feet), North 89°59'10" West 186.50 feet, along the arc of a 25.00 foot radius curve to the right 39.29 feet (chord bears North 44°46'05" West 35.51 feet), North 00°28'41" East 8.09 feet, North 89°31'04" West 45.00 feet; thence North 00°28'56" East 58.96 feet; thence North 74°43'00" West 266.07 feet; thence along Mitchell Springs Subdivision the following 3 courses: North 00°48'00" East 310.15 feet, North 12°40'00" West 182.29 feet, West 34.49 feet; thence North 12°40'00" West 654.49 feet; thence West 2.28 feet; thence North 01°35'20" West along Mitchell Meadows Subdivision 447.88 feet; thence South 78°07'40" East along Searle Meadows Subdivision 537.71 feet; thence South 00°10'09" East along Searle Meadows Subdivision and Harvest Hill Subdivision 121.90 feet; thence along said Harvest Hill Subdivision the following 2 courses: North 89°59'38" East 312.59 feet, North 88°04'58" East 90.05 feet; thence South 00°03'39" West along Lakeview Hills Subdivision 495.44 feet; thence South 00°15'37" West along Moser Subdivision 67.59 feet to the point of beginning.

AREA=853,408 sq. ft. or 19.59 acres

Basis of Bearing = North 00°45'55" West along the Section line (NAD 27)  
Benchmark = Southeast corner Section 10, Township 5 South, Range 1 East, SLB&M  
Elev = 4620.66

Developer:

Greenwood Creek LLC  
1044 North 1360 East  
Orem Utah, 84097  
davidbrotherson@gmail.com

Owner:

LKS AG Inc.  
40 East 1120 North  
American Fork Utah 84003

Engineer:

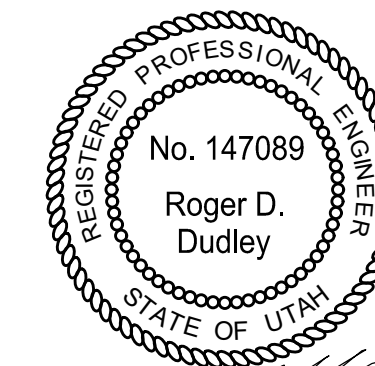
Dudley and Associates, Inc.  
353 East 1200 South  
Orem, Utah 84058  
801-224-1252

Site Data:

Zone = R1-9000  
Total Area = 19.59 Acres  
Total number of Lots = 41

Fema Flood Plane Info  
Zone X  
Panel # 49049C0164F  
June 19, 2020

Sheet No.  
C - 1.0

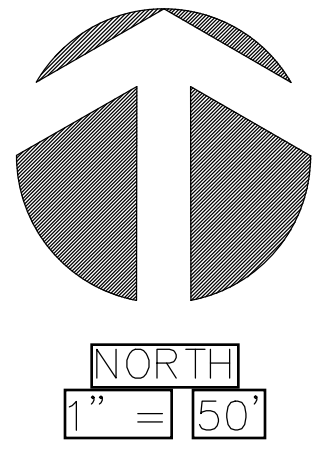


  
THE WHITE HOUSE  
WASHINGTON, D.C. 20503



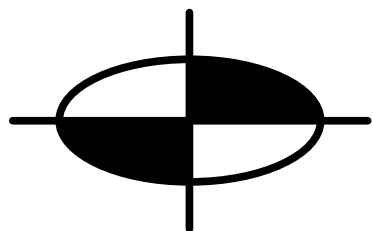
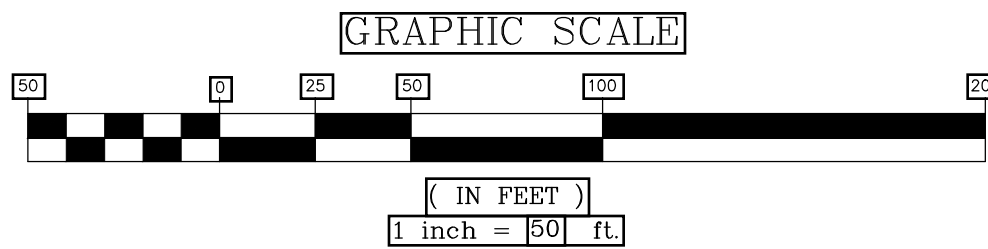






Line Table		
Line	Length	Direction
T1	2.29'	N 07°09'10" W
T2	19.40'	N 28°11'16" W
T3	11.29'	N 42°23'21" W
T4	20.25'	N 42°23'21" W
T5	18.37'	N 18°32'54" W
T6	37.87'	N 72°37'04" W
T7	27.82'	N 14°50'45" W
T8	32.06'	N 35°55'41" W
T9	29.15'	N 74°35'55" W
T10	5.56'	N 49°50'08" W
T11	22.39'	N 26°01'45" E
T12	5.13'	N 26°01'45" E
T13	40.16'	N 07°05'26" E
T14	22.47'	N 07°51'56" W
T15	2.20'	N 07°51'56" W
T16	33.38'	N 14°43'00" W
T17	13.80'	N 11°07'34" W
T18	30.83'	N 11°07'34" W
T19	26.90'	N 36°10'31" W

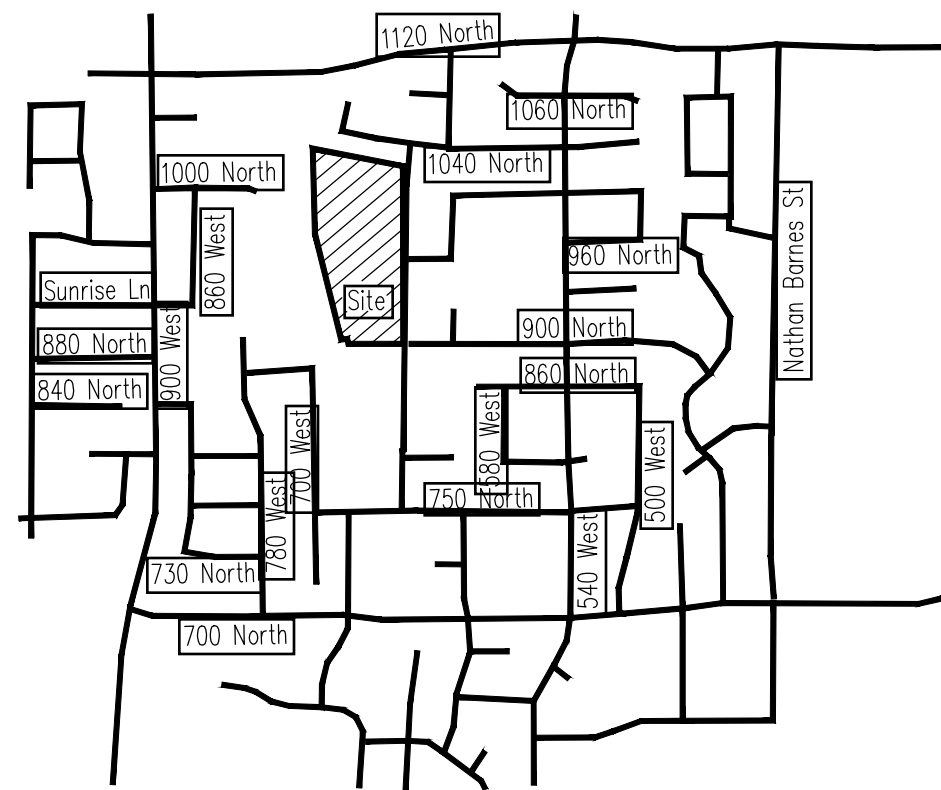
Curve Data Table					
Curve	Radius	Length	Chord	Bearing	Delta
C1	15.00'	24.59'	21.93'	S 54°54'14" W	93°55'15"
C2	30.00'	13.17'	13.07'	N 65°33'30" W	25°09'18"
C3	63.00'	67.30'	64.14'	N 83°34'57" W	61°12'12"
C4	63.00'	66.28'	63.27'	S 35°40'33" W	60°16'49"
C5	63.00'	60.41'	58.13'	S 21°56'10" E	54°56'38"
C6	30.00'	22.95'	22.39'	S 27°29'42" E	43°49'34"
C7	77.00'	89.36'	84.43'	S 38°49'38" E	66°29'25"
C8	77.00'	24.11'	24.01'	S 81°02'36" E	17°56'30"
C9	15.00'	23.52'	21.18'	S 45°05'30" E	89°50'42"
C10	15.00'	23.60'	21.24'	S 44°54'30" W	90°09'18"
C11	15.00'	20.41'	18.87'	S 39°09'09" E	77°58'00"
C12	15.00'	28.13'	24.19'	N 48°08'28" E	107°26'46"
C13	15.00'	22.10'	20.16'	N 47°47'53" W	84°25'56"
C14	46.00'	86.26'	74.17'	S 48°08'28" W	107°26'46"
C15	46.00'	67.79'	61.82'	S 47°47'53" E	84°25'56"
C16	77.00'	113.47'	103.48'	S 47°47'53" E	84°25'56"
C17	63.00'	193.99'	125.94'	S 38°48'20" W	176°25'38"



Prepared By:  
Dudley and Associates, Inc.  
353 East 1200 South  
Orem, Utah 84058  
801-224-1252  
Fax 801-224-1264

## Greenwood Creek Plat "B"

A Subdivision located in the Southeast 1/4 of Section 10  
Township 5 South Range 1 East SLB&M  
American Fork City, Utah County, Utah, Zone R1-9000



Vicinity Map

### Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Professional Land Surveyor and I hold License #147089 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated 1953 Amended. I further certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and have placed monuments as represented hereon.

### Boundary Description

Commencing at a point located North 89°58'37" East along the Section line 1418.00 feet and North 1295.97 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°59'31" West 405.30 feet; thence North 12°40'00" West 495.43 feet; thence West 2.28 feet; thence North 01°35'20" West along Mitchell Meadows Subdivision 447.88 feet; thence South 78°07'40" East along Searle Meadows Subdivision 537.71 feet; thence South 00°10'09" East along said subdivision 820.40 feet to the point of beginning.

AREA= 9.77 AC

Basis of Bearing : North 89°58'37" East along the Section line (NAD 27)  
# of Lots Created = 21

Date

Surveyor  
(See Seal Below)

### Owner's Dedication

Know all men by these presents that we, all of the undersigned owners of all the property described in the Surveyor's Certificate hereon and shown on this map, have caused the same to be subdivided into Lots, Blocks, Streets, and Easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

In witness hereof we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

by

by

### Acknowledgement

STATE OF UTAH }  
COUNTY OF UTAH } S.S.

On the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_, personally appeared before me the signers of the foregoing Owner's Dedication who duly acknowledged to me that they did execute the same.

My Commission Expires

NOTARY PUBLIC  
(See Seal Below)

### Acceptance by the City of American Fork

Approved this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_, by American Fork City, approves this subdivision and hereby accepts the dedication of streets, easements and other parcels of land intended for public purposes for the perpetual use of the public. The city recognizes that this plat clarifies ownership of property with the dedication shown hereon this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

APPROVED \_\_\_\_\_ Mayor \_\_\_\_\_ City Council Member

\_\_\_\_\_  
City Council Member \_\_\_\_\_ City Council Member

\_\_\_\_\_  
City Council Member \_\_\_\_\_ City Council Member

APPROVED \_\_\_\_\_ ATTEST  
CITY ENGINEER AMERICAN FORK CITY RECORDER

### Planning Commission Approval

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the American Fork City Planning Commission.

Planner \_\_\_\_\_ Chairman, Planning Commission

### Plat " B "

# Greenwood Creek

American Fork City, \_\_\_\_\_ Subdivision \_\_\_\_\_ Utah County, Utah  
Scale: 1" = 50 Feet

Notes:  
Lowest floor slab elevation must be a minimum of 3 feet above water level measured during Spring Season.

Off-set pins to be placed in the back of the curb and 5/8" by 24" rebar with numbered survey cap to be placed at all lots rear corners prior to occupancy.

Building permits will not be issued for any home until 1) asphalt paving is installed and 2) fire hydrants are installed, approved by the Fire Marshall and charged with culinary water.

No footing, eaves, window wells or other improvements connected to structures are allowed to be placed within Public Utility Easement.

The construction of the project shall conform to the recommendations from the geotechnical report submitted for review and approval.

The contractor is responsible for the removal of collapsible soils within the buildable area, road improvements and underground utilities.

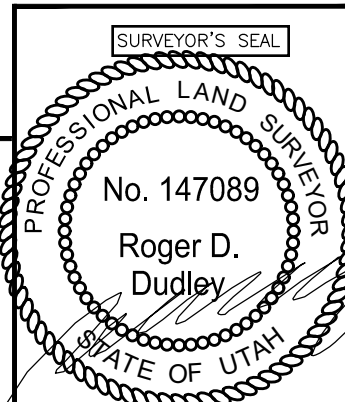
### Legend

Name	Symbol
SECTION CORNER	
STREET MONUMENT	
PROPERTY CORNER	
STREET LIGHT	
FIRE HYDRANT	
SECTION LINE	
PROPERTY LINE	
EASEMENT LINE	
SETBACK LINE	

Sewer & Water Authority  
AF Public Works

Approved

Date



CLERK-RECORDER SEAL

Zone  
R1-9000

Fema Flood Plane Info  
Zone X  
Panel # 49049C0164F  
June 19, 2020

Southeast Corner  
Section 10, Township 5 South  
Range 1 East SLB&M

Section Line

North 1295.97'

Point of Beginning

Harvest Hill  
R1-9000  
Residential Low Density

960 North Street

640 West Street (Public Use)

950 North Street (Public Use)

680 West Street (Public Use)

Searle Meadows  
Subd. R1-12000  
Residential Low Density

Searle Me.  
Subd. R1-90-  
Residential Low Den.

Greenwood Creek "A"  
R1-9000  
Residential Low Density

South 1/4 Corner  
Section 10, Township 5 South  
Range 1 East SLB&M

Mitchell Meadows  
Subd. R1-12000  
Residential Low Density

Autumn Valley Lan LC  
R1-12000  
Residential Low Density



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: September 8, 2021  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on the preliminary and final plats for Greenwood Creek Plats A and B, located in the area of 900 North 640 West, in the R1-9,000 Residential zone.

ACTION REQUESTED: Approval of the preliminary plan and recommendation of approval of the final plat.

BACKGROUND INFORMATION				
Location:		Approximately 900 North 640 West		
Applicant:		Dudley & Associates, David Brotherson		
Existing Land Use:		Vacant/Agriculture		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		R1-9,000		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	R1-12,000		
	South	RA-1 and R1-12,000		
	East	R1-9,000 & R1-12,000		
	West	PF, R1-12,000 and RA-1		
Land Use Plan Designation:		Residential Low Density (3 du/ac)		
Zoning within density range?		x	Yes	No

Attachment: 2. Staff Report (Greenwood Creek)

### Background

Greenwood Creek proposes 41 lots on 19.59 acres, with an overall density of 2.1 du/ac. The property was recently annexed and given zone designations of R1-9,000 and PF (Public Facilities). The area zoned PF was designated for a future open space/trail corridor along the Mitchell Hollow. The subdivision plat recognizes this open area/trail corridor. Open space for the trail corridor was also provided with the Mitchel Springs subdivision to the west. A trail will ultimately be constructed, connecting 700 North to 1120 North, and continue north into the Highland City trail system.

Access to Greenwood Creek is provided off 800 North, 640 West 860 North and 900 North. All lots meet or exceed the requirements of the R1-9,000 zone.

### Section 17.8.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plat conforms with the terms of the preliminary plan approval.

The preliminary plan and final plat are being processed concurrently.

- b. The final plat complies with all City requirements and standards relating to Subdivisions.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address any concerns at the time of the Planning Commission Meeting.

- d. The estimates of cost of constructing the required improvements are realistic.

Engineering will determine the costs.

- e. The water rights conveyance documents have been provided.

Water rights conveyance shall be satisfied prior to plat recordation.

### FINDINGS OF FACT:

After reviewing the amended plat for Autumn Crest Plat E, the following findings of fact are offered for consideration:

1. The final plat is consistent with the Land Use Plan designation of “Low Density Residential”.
2. The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).
3. The final plat meets the criteria as found in Section 17.8.211 of the Development Code.

### POTENTIAL MOTIONS

### APPROVAL

**PRELIMINARY PLAN**

Mr. Chairman, I move that we approve the preliminary plan of Greenwood Creek Plats A and B, subject to any findings, conditions and modifications found in the engineering report.

**FINAL PLAT**

Mr. Chairman, I move that we recommend approval of the final plat of Greenwood Creek Plats A and B, with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

**DENIAL****PRELIMINARY PLAN**

Mr. Chairman, I move that we deny the preliminary plan of Greenwood Creek Plats A and B.

**FINAL PLAT**

*If the preliminary plan is denied, there can be no recommendation on the final plat.*

**TABLE****PRELIMINARY PLAN**

Mr. Chairman, I move that we table action on the preliminary plan of Greenwood Creek Plats A and B.

**FINAL PLAT**

Mr. Chairman, I move that we table action on the final plat of Greenwood Creek Plats A and B.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 9/8/2021

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Greenwood Creek Plats A and B

Project Address: 900 North 640 West

Developer / Applicant's Name: David Brotherson, Dudley & Associates

Type of Application:

- ☒ Subdivision Final Plat      ☒ Subdivision Preliminary Plan      ☐ Annexation  
☐ Code Text Amendment      ☐ General Plan Amendment      ☐ Zone Change  
☐ Commercial Site Plan      ☐ Residential Accessory Structure Site Plan

### Project Map:



**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development with the following conditions:

## STANDARD CONDITIONS OF APPROVAL

### Standard Conditions of Approval:

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

### Plan Modifications Required:

1. Outstanding TRC comments need to be addressed and verification by third parties that retaining wall design comments have been adequately addressed and recent plat modifications have been reviewed and approved per city requirements.

## MEMORANDUM

Date: September 2, 2021  
To: American Fork City  
From: Hales Engineering



**Subject: American Fork Greenwood Creek Traffic Discussion**

UT21-1995

This memorandum discusses some traffic concerns voiced by the public respecting the Greenwood Creek development in American Fork, Utah. The Greenwood Creek development is planned to be located on the west side of 640 West, south of the 640 West / 1040 North intersection.

### 1000 North Street Alignment

An existing property has a driveway accessing the eastern side of 640 West, directly across from the planned 1000 North / 640 West project intersection. Concern has arisen that the planned intersection may present additional safety hazards to the existing residential property driveway with specific mention of access spacing.

Page 10 of the *American Fork City Access Management Manual* (April 2012), and completed by Hales Engineering states that, "Whenever possible, driveways or side streets should be aligned directly opposite from driveways or streets on the opposite side of the main road. This can increase safety as sight distance is better for opposing left turns and as it can eliminate overlapping left turns on the main road." Consistent with this statement in the *Access Management Manual*, the American Fork City code states in section 15.01.1880 that "Where possible, accesses on opposite sides of the street should be lined up directly across from each other. Sometimes this is not possible due to site restrictions or property lines."

It is consistent with planning and engineering practice to align driveways and streets directly opposite each other. Additional safety measures may be taken to ensure that the eastbound vehicles on 1000 North stop before turning onto 640 West at the proposed intersection. Hales Engineering recommends striping a stop bar on the eastbound 1000 North roadway in addition to the installation of a solar powered flashing stop sign similar to the example shown in Figure 1 to ensure that the stop requirement is as visible as possible.

Attachment: 3. Supplemental Info (Greenwood Creek)



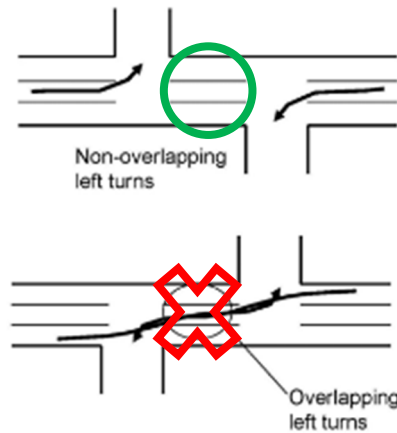
**Figure 1: A Solar Flashing Stop Sign**

### **950 North Intersection Alignment**

A concern has also arisen about the offset of the proposed 950 North / 640 West intersection with the existing 960 North / 640 West intersection. Page 10 of *American Fork City Access Management Manual* (April 2012) states that, "If intersection offset must occur, it should be designed such that a vehicle waiting to turn left into one access does not occupy the same space as a vehicle waiting to turn left onto the other access."

Section 15.01.1880 of the American Fork City code also provides a similar statement: "Where possible, accesses on opposite sides of the street should be lined up directly across from each other. Sometimes this is not possible due to site restrictions or property lines. If accesses cannot be lined up across from one another, the preferable offset is so that left turns entering each respective access do not overlap." Figure 2 provides an illustration of the two types of offset intersections.





**Figure 2: Offset Intersections**

The offset of the proposed 950 North / 640 West intersection with the existing 960 North / 640 West intersection is an example of a positive offset with non-overlapping left turns and is ideal in the event that direct intersection alignment is not possible. 950 North is classified as a local road in the *American Fork City Transportation Element of the General Plan* (March 2020). According to Table 3 in Section 15.01.1880 of the city code, there is no established requirement for the minimum offset of a local road and the table reads, “n/a” or not applicable. The standard for minor is a minimum offset of 120 feet, and the offset for these roads is approximately 150 feet.

Section 15.01.100B of the American Fork City code states: “The alignment and width of all through streets shall be preserved unless the planning commission determines that it has unusual topographical conditions that warrant advisable modification.” Hales Engineering recommends the planned positive offset intersection is acceptable from a safety and operational perspective and meets the standards as previously identified, and that the north / south road should be considered as the through street with a continuous alignment.

Based on the *American Fork City Access Management Manual* (April 2012), and the City Code identified in this memo that the Greenwood Creek development meets or exceeds the standards outlined and that additional measures be added to the 1000 North eastbound stop to make it as visible as possible.

Please feel free to call us if you have any additional questions.

# APPENDIX A

## Site Plan

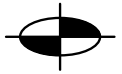
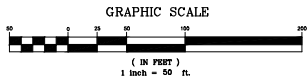
Attachment: 3. Supplemental Info (Greenwood Creek)



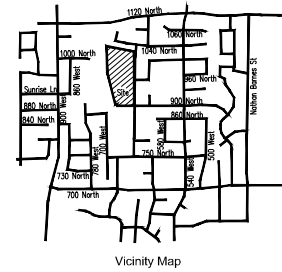
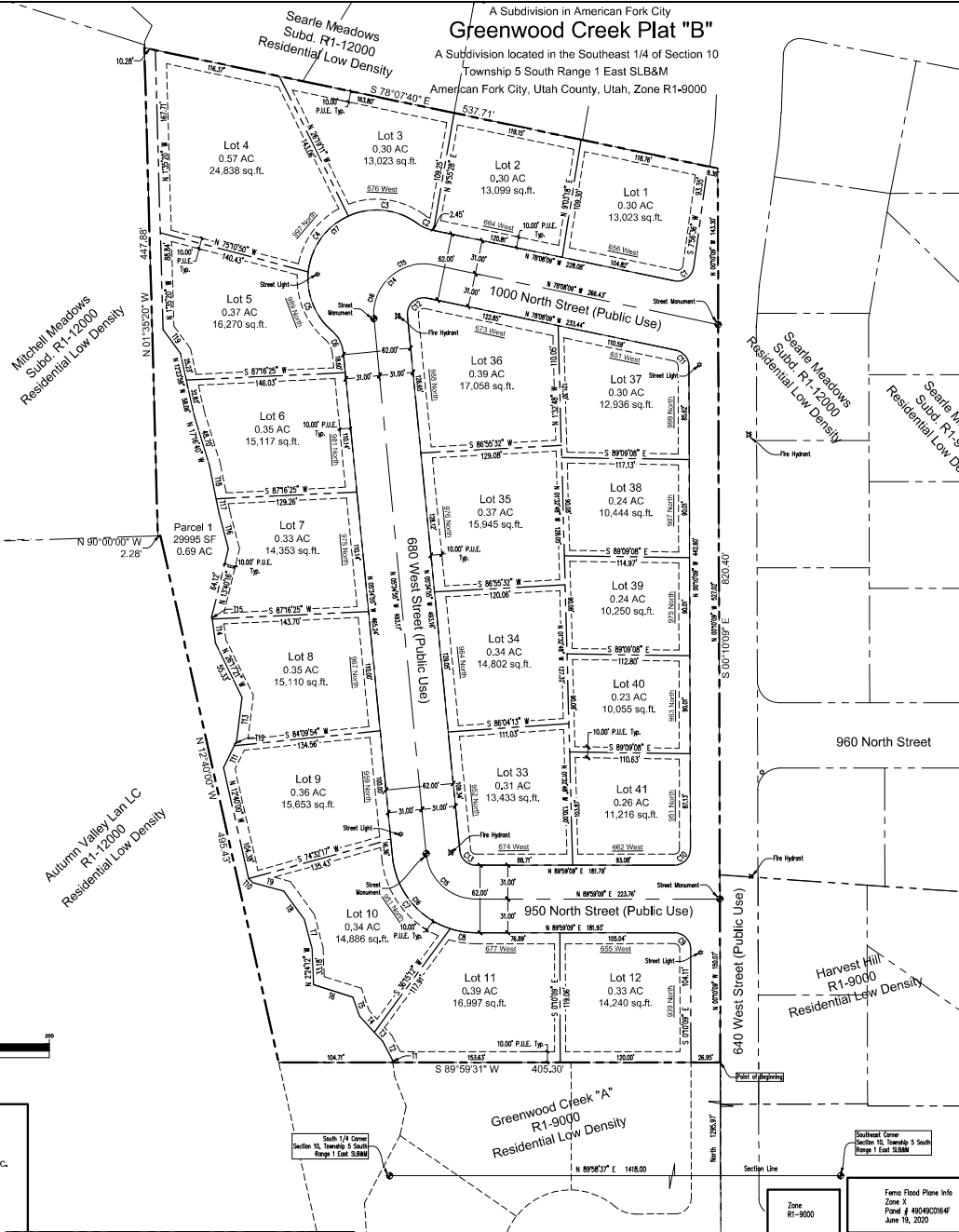
NORTH  
1" = 50'

Line Table		
Line	Length	Direction
T1	2.29'	N 07°09'00" W
T2	19.40'	N 28°11'16" W
T3	11.29'	N 42°23'21" W
T4	20.25'	N 42°23'21" W
T5	18.33'	N 18°32'54" W
T6	37.87'	N 72°37'04" W
T7	27.82'	N 14°50'45" W
T8	32.06'	N 35°55'41" W
T9	28.15'	N 74°35'56" W
T10	5.56'	N 49°50'08" W
T11	22.39'	N 26°10'45" E
T12	5.13'	N 26°10'45" E
T13	40.14'	N 07°05'36" E
T14	22.47'	N 07°51'36" W
T15	2.20'	N 07°51'36" W
T16	33.38'	N 14°43'00" W
T17	13.80'	N 11°07'34" W
T18	30.83'	N 11°07'34" W
T19	26.90'	N 36°10'33" W

Curve Data Table					
Curve	Radius	Length	Chord	Bearing	Delta
C1	15.00'	24.00'	21.83'	S 54°54'14" W	89°50'10"
C2	30.00'	13.07'	13.00'	N 80°33'30" W	25°00'18"
C3	63.00'	67.30'	64.14'	N 82°54'53" W	61°17'17"
C4	63.00'	66.28'	63.27'	S 38°40'33" W	60°16'49"
C5	63.00'	60.41'	58.13'	S 27°50'10" E	54°58'38"
C6	30.00'	22.95'	22.38'	S 27°54'30" E	43°48'34"
C7	77.00'	88.36'	84.43'	S 38°48'38" E	88°59'25"
C8	77.00'	24.11'	24.01'	S 81°02'38" E	17°58'50"
C9	15.00'	23.52'	21.18'	S 48°05'30" E	89°50'12"
C10	15.00'	23.62'	21.24'	S 44°54'30" E	80°58'18"
C11	15.00'	20.41'	18.87'	S 38°08'08" E	77°58'10"
C12	15.00'	28.13'	24.19'	N 48°08'38" E	107°28'14"
C13	15.00'	22.10'	20.16'	N 47°47'53" W	84°23'56"
C14	46.00'	66.26'	74.17'	S 48°08'38" E	107°28'14"
C15	46.00'	67.78'	61.82'	S 47°47'53" W	84°23'56"
C16	77.00'	113.47'	103.48'	S 47°47'53" W	84°23'56"
C17	63.00'	163.89'	126.94'	S 38°48'30" W	170°25'38"



Prepared By:  
Dudley and Associates, Inc.  
353 East 1200 South  
Orem, Utah 84058  
801-224-1252  
Fax 801-224-1264



Notes:  
Lowest floor slab elevation must be a minimum of 3 feet above water level measured during Spring Season.  
Off-set pins to be placed in the back of the curb and 5/8" by 24" rebar with numbered survey cap to be placed at all lots near corners prior to occupancy.  
Building permits will not be issued for any home until 1) asphalt paving is installed and 2) fire hydrants are installed, approved by the Fire Marshal and charged with culinary water.  
No footing, sewer, window wells or other improvements connected to structures are allowed to be placed within Public Utility Easement.  
The construction of the project shall conform to the recommendations from the geotechnical report submitted for review and approval.  
The contractor is responsible for the removal of collapsible soils within the buildable area, road improvements and underground utilities.

#### Legend

Name	Symbol
SECTION CORNER	+
STREET MONUMENT	•
PROPERTY CORNER	•
STREET LIGHT	☼
FIRE HYDRANT	⊕
SECTION LINE	—
PROPERTY LINE	—
EASEMENT LINE	—
SETBACK LINE	—

#### Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Professional Land Surveyor (No. 147088) in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveying Act, Utah Code Annotated 1953 Annotated. I further certify that I have completed a survey of 1 property described herein in accordance with Section 17-23-17 and have placed monuments as represent herein.

#### Boundary Description

Commencing at a point located North 89°58'37" East along the Section line 1418.00 feet and North 1295 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian thence South 89°58'37" East 405.30 feet; thence North 17°40'00" East 464.51 feet; thence North 2°28'16" thence North 81°32'20" West along Mitchell Meadows Subdivision 447.88 feet; thence South 78°07'40" East Searle Meadows Subdivision 537.71 feet; thence South 07°07'09" East along said subdivision 820.40 feet to point of beginning.

AREA = 9.77 AC  
Bearing = North 89°58'37" East along the Section line (NAD 27)  
# of Lots Created = 21

#### Owner's Dedication

Know all men by these presents that we, all of the undersigned owners of all the property described in Surveyor's Certificate herein and shown on this map, have caused the same to be subdivided into Lots, Streets, and Easements and do hereby dedicate the streets and other public areas as indicated herein to perpetual use of the public.

In witness hereof we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

by: \_\_\_\_\_ by: \_\_\_\_\_

#### Acknowledgement

STATE OF UTAH }  
COUNTY OF UTAH } S.S.  
On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me the signers of the Owner's Dedication who duly acknowledged to me that they did execute the same.

My Commission Expires \_\_\_\_\_ NOTARY PUBLIC  
(See Seal Herein)

#### Acceptance by the City of American Fork

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by American Fork City, approves this subdivision and hereby accepts the dedication of streets, easements and other parcels of land intended for public purposes for the perpetual use of the public. The city recognizes that this plat creates ownership of property with the dedication shown herein this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

APPROVED \_\_\_\_\_ Mayor \_\_\_\_\_ City Council Member  
\_\_\_\_\_ City Council Member \_\_\_\_\_ City Council Member  
\_\_\_\_\_ City Council Member \_\_\_\_\_ City Council Member

APPROVED \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_ ATTEST:  
AMERICAN FORK CITY RECORDER

#### Planning Commission Approval

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the American Fork City Planning Commission.

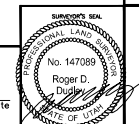
Planner \_\_\_\_\_ Chairman, Planning Commission

#### Plat "B"

## Greenwood Creek

American Fork City, \_\_\_\_\_ Subdivision  
Scale: 1" = 50 Feet

Sewer & Water Authority  
AF Public Works  
Approved \_\_\_\_\_ Date \_\_\_\_\_



CLERK-RECORDER SEAL

# UNAPPROVED MINUTES

## AMERICAN FORK CITY PLANNING COMMISSION MINUTES SEPTEMBER 8, 2021

The American Fork City Planning Commission met in a regular session on September 8, 2021, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 pm.

Present: Chairman John Woffinden  
Rod Brocious  
Christine Anderson  
Jenny Peay  
Bruce Frandsen  
Chris Christiansen  
Harold Dudley

Absent:

Staff Present: Rebecca Andrus, City Engineer  
Wendelin Knobloch, Planner  
Ben Hunter, Engineer  
Lisa Halversen, Administrative Assistant

Others Present: Jordi & Coraima Berrett, Roger Dudley, David Brotherson, Scott & Julie Fambrough, Dale Christiansen, Josh Bushman

Chairman Woffinden led the “Pledge of Allegiance.”

### 1. Hearing, review and action on the preliminary plan and final plats for Greenwood Creek Plats A and B located in the area of 900 North 640 West in the R-1-9,000 Residential zone

Mr. Knobloch stated that Greenwood Creek proposes 41 lots on 19.59 acres, with an overall density of 2.1 du/ac. The property was recently annexed and given zone designations of R1-9,000 and PF (Public Facilities). The area zoned PF was designated for a future open space/trail corridor along the Mitchell Hollow. The subdivision plat recognizes this open area/trail corridor. Open space for the trail corridor was also provided with the Mitchell Springs subdivision to the west. A trail will ultimately be constructed, connecting 700 North to 1120 North, and continue north into the Highland City trail system. Access to Greenwood Creek is provided off 800 North, 640 West 860 North and 900 North. All lots meet or exceed the requirements of the R1-9,000 zone.

## UNAPPROVED MINUTES

Ms. Anderson asked where the trail will connect to the park. Mr. Knobloch answered that the trail will connect to the Mitchell Hollow park next to the equestrian center. A little further to the north is the Highland City boundary.

Mr. Hunter indicated that the trail will be graded but not asphalted yet. When it is fully constructed it will tie into the back yards of the lots adjacent to the trail. All the infrastructure requirements will be met. City staff will do a third-party review on the geotechnical report which has not yet been received.

Ms. Peay asked if this proposed development meets the required standards, Mr. Hunter affirmed.

Ms. Anderson asked about the trail grading and when the city would follow through with paving. If it's not asphalted soon, it will need to be graded again at some point.

Mr. Hunter has spoken with Camden Bird of the Parks Department and they don't have a timeline for finishing that trail. It will tie into existing city property in the northwest corner as shown in the master plan. The Parks Department will be in charge of building it out.

Ms. Anderson replied that there have been issues with residents in the area encroaching on city property in the past with landscaping, etc. She hopes that the city will pave it as soon as possible so we don't have that conflict.

Mr. Hunter acknowledged her concerns. He stated that any improvements will likely need permits, staff can check at that time to ensure that there aren't any encroachments.

Chairman Woffinden added that he doesn't want to see those problems continue or happen again. He added that the developer needs to be aware of the wetlands in the area.

Mr. Hunter stated that the developer has assured the city that the wetlands won't be impacted.

Mr. Brocious asked about an intersection that he feels is problematic. Has a variance been approved for 1000 West and 640/680 North since it is not a 90-degree angle and the variance is greater than 10 degrees? Also, if there is a variance, how do commissioners know about this? He feels it is a safety issue. He is concerned that the turn is more than 90 degrees and there is no signage warning people of the turn. He believes it will be a safety hazard for any pedestrians in the area.

Mr. Hunter stated that he doesn't have a lot of safety concerns about pedestrians right in this area because of its status as a local road with low traffic volumes.

Mr. Christiansen asked if there will be fencing along the trail.

Mr. Hunter stated that there are no code requirements for a fence. Some people don't want one, some might, but there are no code requirements. It will be at the discretion of the homeowner.

Ms. Peay brought up the issue of cohesion in fence styles along the trail and asked if it would look better if it was all the same style and not chopped up into different sections and types of fencing.

## UNAPPROVED MINUTES

1 Mr. Knobloch and Mr. Hunter agreed that a uniform style would look better, but there is no code  
2 specification that requires that. It would be up to the city council to approve and appropriate funds  
3 for that.

4 Chairman Woffinden felt that a fence will probably be necessary there, and there are many styles  
5 of fencing.

6 Ms. Anderson said that she thinks it will be hard to get a uniform fence, the homeowners will  
7 probably put in quality fencing and it will be fine.

8 Mr. Roger Dudley, civil engineer, represents the developer, Mr. David Brotherson, who is also the  
9 developer of Lakeview Farms. He stated that these will be roughly 1/3 acre lots, there has been a  
10 lot of response and interest from neighborhood to the east. He feels this will be a positive  
11 development. The Mitchell projects were required to dedicate a portion of their land for the trail.  
12 This development delineated the wetlands up front, most of the land in this area is wetlands.  
13 Creating a trail requires mitigation of some wetlands. They intend to be sensitive to this issue.

14 He added that fences are addressed in the CC&R's. Fences are not required, but if they choose to  
15 put one up they will be required to do a see-through black wrought iron fence. He feels that this  
16 will be the safest choice since the trail is long. Mr. Dudley thanked city staff for their work, they've  
17 worked on this project for 8 months and intend to develop consistent with city ordinances. They  
18 have done traffic work with Hales Engineering, etc.

19 Mr. Dudley added that the trail is scheduled to go on to the south as it gets developed and ultimately  
20 terminate at 750 North. He agrees that if the city could find funding it would be ideal to finish the  
21 trail quickly.

22 Mr. Jordi Barrett, of Hales Engineering, discussed the 1000 North 640 West intersection. There  
23 have been concerns expressed by residents about the residential driveway directly across from the  
24 intersection and associated potential safety hazards. This driveway is almost directly adjacent to  
25 the planned road which is ideal as mentioned in the code. But to mitigate any concerns, they  
26 proposed a striped crossbar and a solar powered flashing stop sign to draw attention to the stop.  
27 The second concern was dealing with the offset of intersections to the north at 960 North. There  
28 is a 150 ft offset between the intersections, there will be low traffic volumes, and the offset will be  
29 a "positive "offset, which is most desirable because left turns don't conflict with each other. He  
30 added that the development meets the minimum requirements for a minor collector road, and there  
31 is no minimum required for a local street so they are more than meeting the requirements.

32 Mr. Brocious asked about differing requirements in different sections of the code.

33 Mr. Hunter stated that there are three different sections of applicable code. In code regarding  
34 recommended street spacing, 150 ft. are recommended if there is any offset. Between the three  
35 different code sections staff will follow whatever is most stringent.

## UNAPPROVED MINUTES

1 Ms. Anderson asked about the solar powered stop sign, she is curious if residents would be  
2 comfortable with that blinking outside their windows.

3 Chairman Woffinden stated that he has seen similar signs on 1100 North on the way to Pleasant  
4 Grove, he believes they have been done well and get drivers' attention.

5 Mr. Brocious doesn't know how the stopbar would be beneficial to the driveway.

6 Mr. Berrett wants to put a stopbar and make it visible, it will be an attention-getter.

7 Ms. Anderson asked why we would need that, is it because of the driveway across the street?

8 Mr. Berrett affirmed and said that the property owner expressed concerns about safety. They  
9 proposed that to put their minds at ease.

10 Mr. Brocious added that if they put a stopbar at that intersection it will have to be located behind  
11 the intersection quite a bit. He thinks that this mitigation would be more appropriate at the other  
12 intersection with the additional angle.

13 Chairman Woffinden pointed out that the purpose of the stopbar is to protect pedestrians in a  
14 crosswalk, there won't be a crosswalk here.

15  
16 **Public Hearing Opened**

17  
18 Mr. Scott Fambrough is the owner of the driveway across the street. He has contacted the  
19 Engineering Department with his concerns and was told by Engineering staff that it was not in  
20 accordance with code but it was the best alternative. He pointed out the section of code that  
21 requires a minimum of 50 ft. residential spacing, his driveway has only 20 ft. He thinks there is  
22 another way to situate the road that he feels would better comply with code.

23 Ms. Julie Fambrough showed commissioners a picture of how the property is situated, they  
24 would be backing up into traffic. They have two children with disabilities and are concerned  
25 about their safety. They do not want a blinking sign in front of their house, they don't feel that  
26 this would alleviate the problem. If the developer would just straighten the road out so it wasn't  
27 right in front of their driveway that would be a good solution and would follow code. They  
28 realize that development will come into the area, they just want to make sure it comes in right  
29 and in compliance with the code.

30 Chairman Woffinden pointed out that the blinking stop sign isn't facing their house and would  
31 be 100 ft away.

32 Ms. Anderson acknowledged their frustrations, she said that the way the road is on the plan  
33 provides full visibility. The city code lines things up as much as possible to promote visibility.



## UNAPPROVED MINUTES

1 She likes the horseshoe set-up of this plan because the only people going in and out are the  
2 neighbors.

3 Mr. Fambrough is concerned that the road will become a major through street for people going to  
4 Costco.

5 Chairman Woffinden asked Mr. Dudley to address the possibility of moving the road. Would the  
6 developer consider that?

7 Mr. Dudley said that changing the road would impact Lot 1. He does not agree with the assertion  
8 that it doesn't meet code. He quoted a section of code that states "whenever possible, driveways  
9 or side streets should be aligned directly opposite from driveways or side streets on the opposite  
10 side of the main road." The idea of 50 ft spacing doesn't apply here, there are 18 homes nearby  
11 which have the very same configuration. This issue isn't anything new, staff feel it is better to  
12 see what is coming down the road. He questions the 50 ft. recommendation, what does that refer  
13 to? Where you put your driveway on the one side of the street doesn't dictate where any other  
14 driveways are on the other side of the street.

15 Mr. Josh Bushman, area resident, is impacted by this plan. The center of the road points directly  
16 at his front door. He wondered if the 50 ft. recommendation is code that needs to be followed or  
17 not?

18 Mr. Knobloch asked if Code 15.01.1850 is what is being referred to and he displays this section  
19 to commissioners that references 50 ft. recommended residential spacing.

20 Mr. Bushman says his property meets the 50 ft. recommendation, but the Fambroughs only have  
21 23 ft. He thinks he will have challenges backing out of his driveway. He stated that Engineering  
22 staff also told him that this development is not compliant with code.

23 Ms. Andrus stated that her remarks were being a little misrepresented, she clarified that she told  
24 him that the proposed development didn't meet the 50 ft. recommendation but that was only a  
25 recommendation and didn't mean it wasn't in compliance with code.

26 Ms. Anderson says there are a lot of constraints on the developer to make the neighborhood  
27 work. If they change the road, other lots are impacted. It's not a simple change.

28 Mr. Bushman said that with Mr. Dudley's amount of experience, he could certainly take a look at  
29 this.

30 Chairman Woffinden asked Mr. Hunter about the code section referencing 50 ft. recommended  
31 residential spacing.

32 Mr. Hunter showed the disputed code, the code section states that these are recommendations.  
33 He explained that the intent is to try and help so that when you have two homes next door to each  
34 other it will reduce the potential hazard of backing into each other. The applicant has showed  
35 that there are many instances where driveways line up directly with the street. Even though these



# UNAPPROVED MINUTES

are only recommendations, staff feels that the larger lot sizes are helpful and we feel it's ready to move to Planning Commission.

Ms. Fambrough asked where people would park. There are currently a lot of people that use their driveway to turn around. There is a lot of wildlife in the area and it is a popular spot.

Mr. Bushman said that there have been a couple breaches of the fence and he asked developer to spend some time to make sure the water flow isn't blocked and area is cleaned up.

## Public Hearing Closed

Mr. Christiansen believes that the project is consistent with the recommendations.

Chairman Woffinden agreed.

Ms. Anderson said that she was once in the residents' position as a mother trying to protect her family and community, she empathizes with them. She lives just north of the temple and her front door used to face an open field but the area has filled in now. She understands that there are concerns about appropriateness and property values with any new development. On the other hand, the property owner has the right to develop their property within bounds. She appreciates the residents coming and commenting.

**Mr. Christiansen moved to recommend approval of the preliminary plan for Greenwood Creek Plats A and B, with the findings as outlined and subject to any findings, conditions and modifications listed in the engineering report.**

**Ms. Anderson seconded the motion. Voting was as follows:**

Chairman Woffinden	Aye
Christine Anderson	Aye
Jenny Peay	Nay
Bruce Frandsen	Nay
Chris Christiansen	Aye
Harold Dudley	Aye
Rod Brocious	Nay

**The motion passed.**

**Ms. Anderson explained that she voted "aye" because she believes that visibility when backing out is more important than the lack of spacing.**

# UNAPPROVED MINUTES

1 Mr. Brocious explained that he voted “nay” because he does believe a solution could be  
2 reached with another scenario.

3  
4  
5 Mr. Christiansen moved to recommend approval of the final plat of Greenwood Creek  
6 Plats A and B, with the findings listed in the staff report, and subject to any findings,  
7 conditions and modifications found in the engineering report.

8  
9 Ms. Anderson seconded the motion. Voting was as follows:

12	Chairman Woffinden	Aye
13	Christine Anderson	Aye
14	Jenny Peay	Nay
15	Bruce Frandsen	Nay
16	Chris Christiansen	Aye
17	Harold Dudley	Aye
18	Rod Brocious	Nay

19 The motion passed.

- 20  
21  
22  
23  
24  
25  
26 2. Hearing, review and action on an amendment to Section 17.4.608.6.B.e.(5) of the  
27 American Fork City Development Code to strike the timing requirement for completion  
28 of office/retail project components in the TOD zone

29  
30  
31 Mr. Knobloch informed commissioners that the Council recently approved an amendment  
32 allowing clustering of commercial uses on streets other than 200 South within the TOD “mixed  
33 use core” area. Clarification was given that the 25% equivalent requirement may be clustered  
34 into one building or dispersed in separate buildings throughout a residential project.

35 The Code currently reads: *For buildings within the Mixed-Use Core sub-district, all buildings*  
36 *abutting 200 South shall have an equivalent of 100% ground floor area designated for office*  
37 *and/or retail use (Table 6E-Building Use). For all buildings within project areas abutting streets*  
38 *other than 200 South, an equivalent of 25% ground floor area shall be designated for office*  
39 *and/or retail use (Table 6E-Building Use). The 25% equivalent may be satisfied collectively in*  
40 *one building or dispersed throughout the project area in various buildings. Delivery of the*  
41 *office/retail use shall occur no later than at completion of 75% build-out of any residential*  
42 *portions of the project area.*



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on an ordinance approving a vacation of a portion of a public utility easement at 736 E. Fleming Drive, Lot #8 of the Woodstock Estates Plat D subdivision.

**SUMMARY RECOMMENDATION**

**BACKGROUND**

Current code requires a five-foot public utility easement along all lot lines not along a public right-of-way. This lot currently has a rear eight-foot public utility and surface storm drain easement. Approval of the vacation would reduce the rear public utility easement to the current code of five feet.

The recorded subdivision plat shows a note that there should be no buildings constructed within the surface storm drain easement. Staff has checked with the Storm Drain Department and verified there are no storm drain utilities within that easement. The city has also received the sign-off from all utilities. Rocky Mountain Power asked the easement not be reduced within ten-feet of their utility box that is along the north end of the easement; this approval would keep that section of the easement at eight-feet.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

I move to adopt the ordinance approving the vacation of a portion of a public utility easement at 736 E. Fleming Drive, Lot #8 of the Woodstock Estates Plat D subdivision.

or

I move to deny the ordinance approving the vacation of a portion of a public utility easement at 736 E. Fleming Drive, Lot #8 of the Woodstock Estates Plat D subdivision.

**SUPPORTING DOCUMENTS**

Lot 8 Woodstock Estates Plat D - Ordinance (PDF)

Lot 8 Woodstock Estates Plat D (PDF)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT 736  
EAST FLEMING DRIVE, AMERICAN FORK, UTAH**

**WHEREAS**, the City of American Fork has received a request to vacate a portion of the public utility easement at 736 East Fleming Drive; and

**WHEREAS**, the City finds that there is good cause for the vacating of said portion of easement; and

**WHEREAS**, the vacating of said easement will not be detrimental to the public interest; and

**AND WHEREAS**, the City gave advance public notice of its intent to vacate a portion of said easement and then held a public hearing on September 28, 2021, regarding such intent and carefully considered the comments of the public thereof.

**THEREFORE, BE IT ORDAINED** by the City Council of American Fork City, as follows:

**SECTION I:** Vacation of a portion of a public utility easement at 736 East Fleming Drive, American Fork, Utah

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the easement at 736 East Fleming Drive and that vacating it will not be detrimental to the public interest.

- B. Easement Vacation Description:

The portion of the easement to be vacated is the east three (3) feet of the eight (8) foot easement running parallel to the west lot line of Lot 8, Woodstock Estates Plat D subdivision as recorded in the office of the Utah County Recorder, said vacated portion also shown on the attached map (Attachment "A"), and more particularly described as follows:

Commencing at a point located South 89°45'24" East along the Section line 1078.60 feet and North 1026.14 feet from the South quarter corner of Section 13, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°14'36" East 87.90 feet; thence South

89°45'24" East 3.00 feet; thence South 00°14'36" West 87.90 feet; thence North 89°45'24" West 3.00 feet to the point of beginning.

Area = 263.70 sq. ft.

## **SECTION II: SEVERABILITY**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

## **SECTION III: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon its passage and first publication as provided by law.

**PASSED AND ADOPTED** by the City Council of American Fork City this 28 day of September 2021.

ATTEST:

\_\_\_\_\_  
Bradley J. Frost, Mayor

\_\_\_\_\_  
Terilyn Lurker, City Recorder



# ATTACHMENT "A"

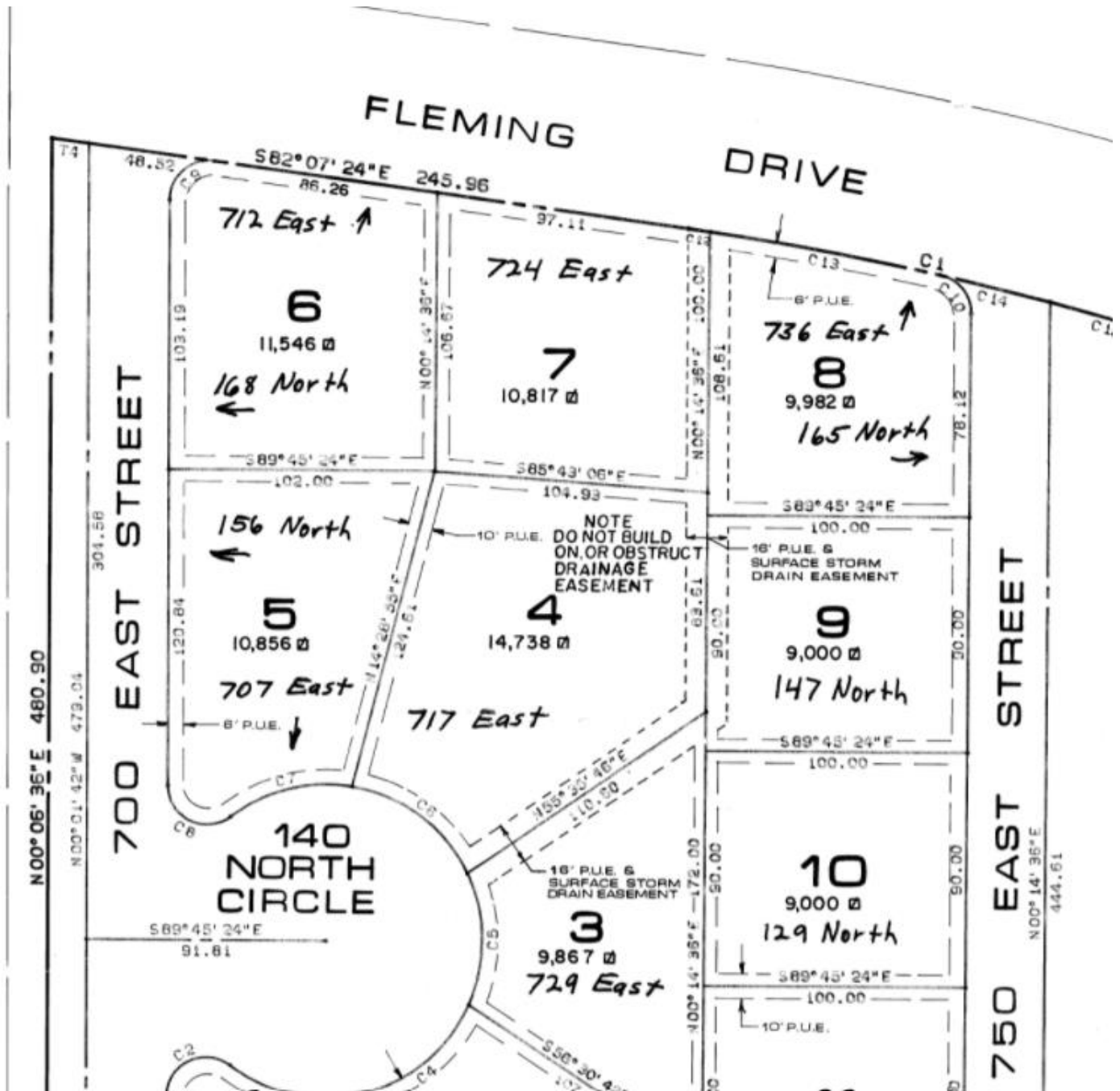
5.4.a



Leaves 5' PUE intact

3' wide reduction of PUE

Attachment: Lot 8 Woodstock Estates Plat D - Ordinance (Easement Vacation at 736 E Fleming)



Attachment: Lot 8 Woodstock Estates Plat D (Easement Vacation at 736 E Fleming)





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a purchase agreement for property at approximately 975 East Harvey Boulevard.

**SUMMARY RECOMMENDATION**

Staff recommends approval of the purchase agreement.

**BACKGROUND**

This agreement is for the purchase of 1.82 acres at approximately 975 East Harvey Boulevard for the purpose of construction a fire station and other public facilities. The settlement shall take place on or before November 1, 2021.

**BUDGET IMPACT**

\$1,000,000.00 (One million dollars)

**SUGGESTED MOTION**

I move the approve the purchase agreement for property located at approximately 975 East Harvey Boulevard and authorize the mayor to sign the purchase agreement and all other necessary documents.

**SUPPORTING DOCUMENTS**

Purchase agreement - Stratton (PDF)

## PURCHASE AGREEMENT

This Agreement is entered into by and between AMERICAN FORK CITY ("City"), and Kenneth K. Stratton ("Stratton").

WHEREAS, the Stratton owns certain property located along East Harvey Blvd., American Fork, Utah 84003 more specifically described as Parcel No. 14:003:0387 (the "Property");

WHEREAS, City desires to purchase the Property for the purpose of constructing a fire station and other public facilities;

WHEREAS, the parties previously engaged in negotiations, but were unable to reach an agreement for purchase of the Property;

WHEREAS, on September 23, 2021 the City provided to Stratton notice of its intent to proceed forward with condemnation and the required Disclosures of Property Owner Rights;

WHEREAS, upon further negotiations, Stratton and City have reached agreeable terms for the City's purchase of the Property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### TERMS

- 1.0 **PROPERTY.** The subject property is approximately 1.82 acres located at approximately 975 EAST HARVEY BOULEVARD, AMERICAN FORK, UT 84003 and more particularly described in Exhibit A attached hereto.
- 2.0 **AGREEMENT TO SELL; PURCHASE PRICE.** The City agrees to buy and Stratton agrees to sell the property identified in paragraph 1.0. The parties agree the Purchase Price for the Property shall be \$1,000,000.00 (One Million Dollars).
- 2.1 **Method of Payment.** At Settlement, the entire Purchase Price shall be paid in full.
- 3.0 **SETTLEMENT AND CLOSING.** Settlement shall take place on or before **November 1, 2021**, or on a date upon which City and Stratton agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) City and Stratton have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by City under these documents (except for the proceeds of any new loan) have been delivered by City to Stratton or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Stratton under these documents have been delivered by Stratton to City or to the escrow/closing office in the form of collected or cleared funds.

- 3.1 Title. Stratton will convey the Property to City by way of Warranty Deed, free of all liens and encumbrances, at Settlement when the Purchase Price has been paid.
- 3.2 Title/Escrow Company. At the option of City, the transaction may be handled through a title and escrow company selected by City, in which event, at closing the title company will disburse funds to lien holders, mortgagees or others having an interest in the Property, with the remainder of the purchase price paid to Stratton. City and Stratton shall each pay one half of the fee charged by the escrow/closing office for its services in the settlement/closing process.
- 3.3 Real Estate Taxes, Assessments, and Adjustments. Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Stratton shall pay all taxes allocated to the property through the date of closing. City shall pay all taxes assessed against the Property after the date of closing.
- 4.0 POSSESSION. Stratton shall deliver physical possession to City upon Closing.
- 5.0 TITLE INSURANCE. Any title insurance may be purchased by City at its own expense.
- 6.0 DISCLOSURES, WARRANTIES, REPRESENTATIONS. No disclosures are required of Stratton. Stratton makes no warranties or representations other than he has fee title to the Property and will convey good and marketable title to City.
- 7.0 COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.
- 8.0 ATTORNEY FEES AND COSTS. In the event of litigation to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees.
- 9.0 GOVERNING LAW. This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah. Any litigation related to this agreement shall be filed in Utah County, State of Utah.
- 10.0 COUNTERPARTS. This Contract and any addenda and counteroffers may be executed in counterparts.
- 11.0 SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year set forth below:

DATE: \_\_\_\_\_

AMERICAN FORK CITY

Attest:

\_\_\_\_\_  
BRADLEY J. FROST, Mayor

\_\_\_\_\_  
CITY RECORDER

DATE: \_\_\_\_\_

Kenneth K. Stratton

\_\_\_\_\_  
State of Utah )  
ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally appeared \_\_\_\_\_, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

(seal)

Attachment: Purchase agreement - Stratton (Purchase Agreement - Stratton)

## Exhibit "A"

**Legal Description:** COM S 1089 FT & E 282.76 FT FR W 1/4 COR. SEC. 6, T5S, R2E, SLB&M.; E 378.57 FT; S 231 FT; W 154.57 FT; ALONG A CURVE TO L (CHORD BEARS: N 70 DEG 39' 18" W 59 FT, RADIUS = 666 FT); N 34.33 FT; W 168.33 FT; N 177.13 FT TO BEG. AREA 1.785 AC. ALSO COM S 1319.98 FT & E 506.71 FT FR W 1/4 COR. SEC. 6, T5S, R2E, SLB&M.; E 154.53 FT; S 12.16 FT; W 126.2 FT; ALONG A CURVE TO L (CHORD BEARS: N 66 DEG 47' 42" W 30.82 FT, RADIUS = 666 FT) TO BEG. AREA 0.039 AC. TOTAL AREA 1.824 AC.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Recorder

Director Approval Stephanie Finau

**AGENDA ITEM** Review and action on a resolution authorizing the mayor to sign a letter of intent with Windy City Development LLC for the purchase of property at approximately

**SUMMARY RECOMMENDATION**

Staff recommends the City Council approve a resolution approving a letter of intent with Windy City Development LLC for the purchase of property

**BACKGROUND**

Based on the city general plan and the Public Safety and Park Facilities master plans, American Fork City has a need for property(ies) to facilitate the addition of a third and final public safety building in addition to land necessary for park lands and open space.

The subject parcel owned by Windy City Development LLC contains approximately 30.77 acres in the vicinity identified on said masterplans and located within the areas identified in the ESCI study for locating a public safety facility.

**BUDGET IMPACT**

\$300,000.00 per acre

**SUGGESTED MOTION**

I move to adopt the resolution approving a letter of intent with Windy City Development LLC for the purchase of property and authorize the mayor to sign all necessary documents for the purchase of the property.

**SUPPORTING DOCUMENTS**

Land Purchase Windy City (DOCX)  
LOI\_to\_Purchase\_Windy\_City\_Parcel (PDF)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A LETTER OF INTENT WITH WINDY CITY DEVELOPMENT, LLC FOR THE PURCHASE OF PROPERTY.**

**WHEREAS**, the City Council has determined that it is necessary to secure property for the purpose of public facilities West of I-15 in American Fork City;

**WHEREAS**, the City Council has determined that the purchase of property West of I-15 would be in the best interest of the residents of American Fork City;

**WHEREAS**, Windy City Development, LLC (“Windy City”) owns approximately 30.77 acres of land West of I-15 in American Fork City; more specifically identified as Parcel #13:066:0030 (the “Property”);

**WHEREAS**, Windy City desires to sell and the City desires to purchase the Property.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the City Council of American Fork City, Utah County, Utah, as follows:

1. The City Council approves the Letter of Intent, attached hereto as Exhibit A, with Windy City.
2. The City Council authorizes the Mayor to take all necessary and proper action to execute any other agreements or documents ancillary to the LOI.
3. The City Council authorizes the Mayor to take all other actions necessary on behalf of the City, including the execution of a Real Estate Purchase Contract (“REPC”), to secure the purchase of the Property consistent with the terms of the LOI. The execution of any REPC shall be presented to City Council for ratification within thirty (30) days of its execution.

**PASSED, APPROVED and ADOPTED** by the City Council of American Fork City, Utah, this \_\_\_\_ day of September, 2021.

ATTEST:

\_\_\_\_\_  
Bradley J. Frost, Mayor

\_\_\_\_\_  
Terilyn Lurker, City Recorder

Attachment: Land Purchase Windy City (Letter of Intent - Windy City Development LLC)





September 3, 2021

Windy City Development, LLC  
Attention: Mr. Bob Ripley  
31 Brittany Drive  
Oakwood Hills, IL 60013-6080  
Delivered via email to: [bfripley@juno.com](mailto:bfripley@juno.com)

**RE: (American Fork City)** Offer to Purchase 30.77 acre parcel # 13:066:0030

Dear Mr. Ripley:

This Letter of Intent outlines a proposal by American Fork City to purchase the Land referred to below, under the terms and conditions basically set forth herein. This letter represents preliminary negotiations between the Purchaser and Seller and shall be non-binding.

**PROPERTY:** 30.77 acre parcel # **13:066:0030**

**PURCHASER:** AMERICAN FORK CITY

**SELLER:** WINDY CITY DEVELOPMENT, LLC

**PURCHASE PRICE:** \$300,000 per acre, cash

**WATER RIGHTS:** All water rights appurtenant to the property shall be retained by Seller. City will facilitate the transfer and cover the financial costs to land bank the water rights.

**Rollback Taxes:** American Fork City will pay all rollback taxes. Rollback taxes estimated at \$118,777.

Attachment: LOI\_to\_Purchase\_Windy\_City\_Parcel (Letter of Intent - Windy City Development LLC)

September 18, 2021  
Page 2

**1033 Facilitation:** American Fork City will coordinate with buyer to allow for a 1033 exchange. American Fork City will annex property into American Fork then conduct a friendly taking of the property which will facilitate the 1033 exchange for buyer.

**BROKERAGE  
COMMISSION:** American Fork City shall pay the brokerage commission to Mountain West Commercial Real Estate (“Broker”) per the terms of a separate agreement with Broker.

In Process

Attachment: LOI\_to\_Purchase\_Windy\_City\_Parcel (Letter of Intent - Windy City Development LLC)

September 18, 2021  
Page 3

**CLOSING COSTS,  
PRORATIONS, &  
COSTS:**

Seller shall pay for deed preparation, title examination, standard coverage title insurance premium, one-half of Escrow Fee, normal and reasonable closing costs of Seller and pro-rata real estate taxes and assessments for the current year. Purchaser shall pay one-half of the Escrow Fee, normal and reasonable closing costs of Purchaser, any title insurance coverage beyond standard owner's policy, any taxes associated with or triggered by changes in land use and recording the deed. Each party shall pay its own attorney's fees, if applicable.

**PURCHASE & SALE  
AGREEMENT:**

This non-binding letter sets forth the general terms under which we will prepare an agreement and any agreement shall be subject to preparation, negotiation, and execution of the same. Purchaser will provide a Purchase and Sale Agreement within five (5) days of American Fork City Council Approval of terms in Letter Of Intent. It is understood that no binding agreement is in place until a formal Purchase & Sale Agreement is fully executed by both parties. It is further understood that Purchasers offer to purchase shall be conditioned upon the final vote of approval by the American Fork City Council.

**EARNEST  
MONEY:**

Within three (3) business days after the full execution of a Purchase and Sale Agreement, Purchaser shall deliver to Escrow Agent a cash payment in the amount of \$50,000 which shall be applicable to the purchase price.

**DUE DILIGENCE  
PERIOD:**

Purchaser shall have Sixty (60) days from the Effective Date of the Purchase and Sale Agreement to determine if, in Purchaser's sole discretion, the property is suitable for Purchasers intended use. Purchaser, and/or its agents and employees shall have unlimited access to the Property to conduct studies and inspections, to perform "Due Diligence" investigations. Notwithstanding the foregoing, prior to any investigations of an invasive nature (e.g. soils borings or physical sampling), Purchaser shall obtain Seller's written approval in advance in each instance.

**DUE DILIGENCE  
MATERIALS:**

Within five (5) days of a Purchase and Sale Agreement being executed by both parties, the Seller will provide the Purchaser with Land Seller Disclosure Document, existing surveys, engineering and environmental reports, if any, in Seller's possession along with the contact information for the civil engineers currently familiar with the property in order to assist the Purchaser in expediting their Due Diligence investigations.

Attachment: LOI to Purchase Windy City Parcel (Letter of Intent - Windy City Development LLC)

September 18, 2021  
Page 4

**CLOSING DATE:** No later than Thirty (30) days from the end of the Due Diligence Period.

**TITLE INSURANCE**

**COMMITMENT:** Seller shall be responsible for obtaining a title insurance commitment, disclosing the title to the Property to be good, marketable and insurable, subject only to the exceptions which Purchaser is willing to accept (the Permitted Exceptions). The condition of the title to the property must be acceptable to Purchaser in all respects. Seller shall convey fee simple title to Purchaser at the closing by special warranty deed subject to those exceptions acceptable to Purchaser.

**OTHER TERMS:** Purchaser shall develop the property into City Facilities, including a City Park that shall incorporate elements to foster preservation of natural habitat for wildlife. A portion of the property may also be used for a new Fire Station to provide emergency services to this fast developing area of American Fork.

**CONDITION**

**OF PREMISES:** Purchaser is purchasing land in "as-is condition subject to findings in Due Diligence.

Sincerely,



Mary Street, CCIM  
Associate Broker  
Mountain West Commercial Real Estate  
[mstreet@mtnwest.com](mailto:mstreet@mtnwest.com) 801-358-6279

Attachment: LOI\_to\_Purchase\_Windy\_City\_Parcel (Letter of Intent - Windy City Development LLC)

September 18, 2021

Page 5

If Seller is in agreement with these terms, please execute and date this Letter of Intent in the space provided below and return it to Purchaser on or before September 17, 2021

THIS LETTER OF INTENT IS NOT A BINDING AGREEMENT BETWEEN SELLER AND PURCHASER, BUT CONTAINS TERMS, ALONG WITH OTHER MATERIAL TERMS AND CONDITIONS, TO BE INCORPORATED INTO A BINDING CONTRACT. THE PARTIES WILL NOT BE BOUND TO AN AGREEMENT UNLESS AND UNTIL BOTH PARTIES REVIEW, EXECUTE, AND DELIVER TO EACH OTHER A CONTRACT; HOWEVER, THE CONFIDENTIALITY PROVISION OF THIS LETTER OF INTENT WILL BE BINDING ON THE PARTIES REGARDLESS OF WHETHER A CONTRACT IS EXECUTED.

Agreed and accepted this date: 9/18/2021 | 4:12 PM MDT

Seller: WINDY CITY DEVELOPMENT, LLC

DocuSigned by:

*Bob Ripley*

20C9676A441D4C2...

By: Bob Ripley

Attachment: LOI\_to\_Purchase\_Windy\_City\_Parcel (Letter of Intent - Windy City Development LLC)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

**Department** Recorder      **Director Approval** Terilyn Lurker

**AGENDA ITEM**    Review and action on a purchase agreement for property at 187 North 300 East.

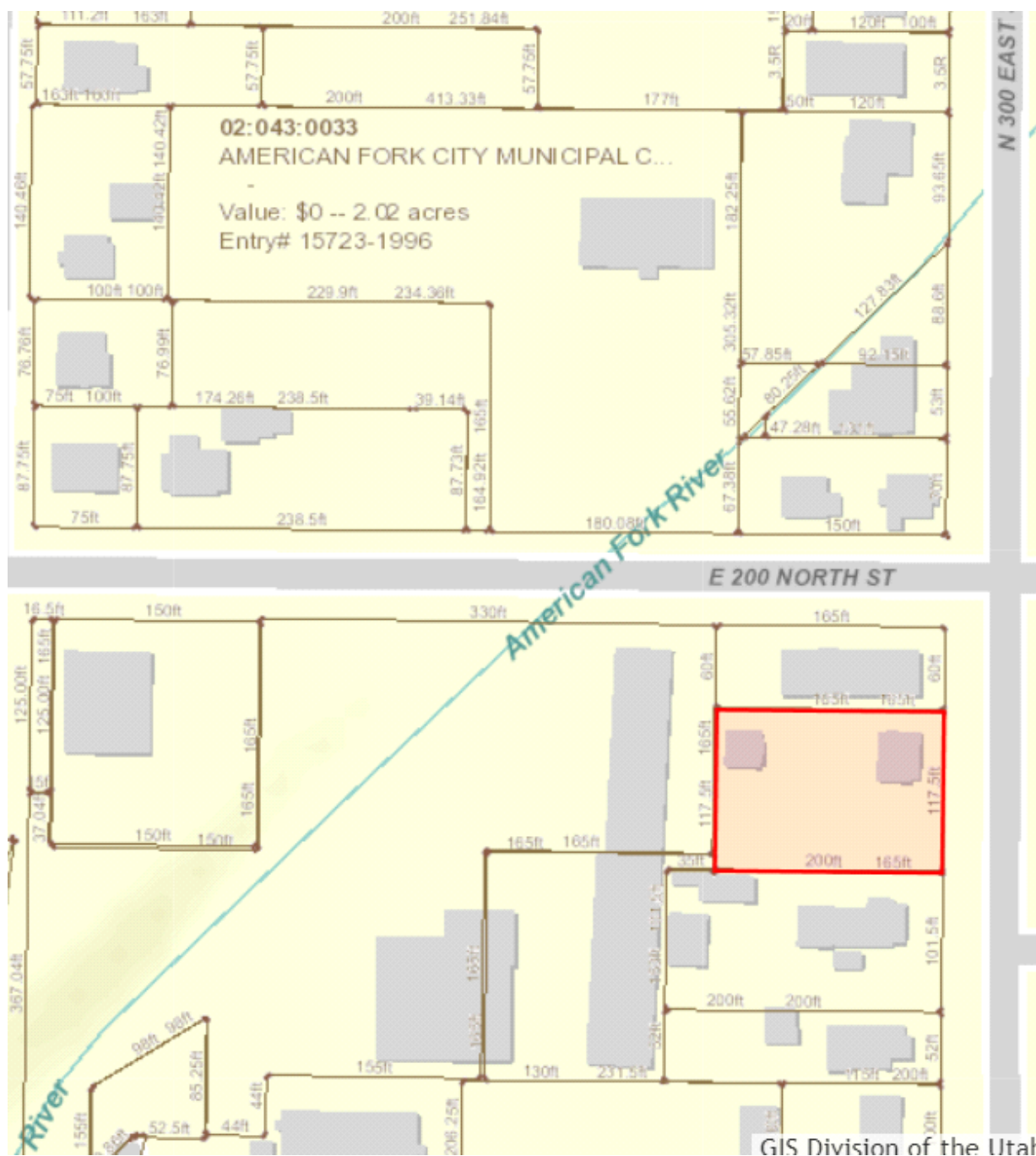
**SUMMARY RECOMMENDATION**

Staff recommends approval of the purchase agreement.

**BACKGROUND**

This agreement is for the purchase of 0.45 acres at 187 North 300 East. This property is located adjacent to the Public Works shops. The settlement shall take place on or before November 1, 2021.





### BUDGET IMPACT

\$440,000.00

### SUGGESTED MOTION

I move the approve the purchase agreement for property located at 187 North 300 East and authorize the mayor to sign the purchase agreement and all other necessary documents.

**SUPPORTING DOCUMENTS**

Purchase agreement Brems Rev. 9.16(PDF)

## PURCHASE AGREEMENT

This Agreement is entered into by and between AMERICAN FORK CITY ("Buyer"),  
and \_\_\_\_\_ ("Seller").

WHEREAS, the Seller owns certain property located at 187 N 300 EAST, AMERICAN FORK, UT 84003 (the "Property"); and

WHEREAS, the Sellers desire to sell the Property and Buyers desire to purchase the Property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### TERMS

- 1.0 **PROPERTY.** The subject property is approximately 0.45 acres located at 187 N 300 EAST, AMERICAN FORK, UT 84003 and more particularly described in Exhibit A attached hereto.
- 2.0 **AGREEMENT TO SELL; PURCHASE PRICE.** Buyer agrees to buy and Seller agrees to sell the property identified in paragraph 1.0. The parties agree the Purchase Price for the Property shall be \$440,000.00 (Four Hundred and Forty Thousand Dollars).
  - 2.1 **Method of Payment.** At Settlement, the entire Purchase Price shall be paid in full.
  - 2.2 **City Council Approval.** Buyer's obligation to purchase the Property IS contingent upon the approval of the American Fork City Council.
- 3.0 **SETTLEMENT AND CLOSING.** Settlement shall take place on or before November 1, 2021, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds.
  - 3.1 **Title.** Seller will convey the Property to Buyer by way of Warranty Deed, free of all liens and encumbrances, at Settlement when the Purchase Price has been paid.
  - 3.2 **Title/Escrow Company.** At the option of Buyer, the transaction may be handled through a title and escrow company selected by Buyer, in which event, at closing the title company will disburse funds to lien holders, mortgagees or others having an interest in

the Property, with the remainder of the purchase price paid to Seller. Buyer and Seller shall each pay one half of the fee charged by the escrow/closing office for its services in the settlement/closing process.

- 3.3 Real Estate Taxes, Assessments, and Adjustments. Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through the date of closing. Buyer shall pay all taxes assessed against the Property after the date of closing.
- 4.0 POSSESSION. Seller shall deliver physical possession to Buyer upon Closing.
- 5.0 TITLE INSURANCE. Any title insurance may be purchased by Buyer at its own expense.
- 6.0 DISCLOSURES, WARRANTIES, REPRESENTATIONS. No disclosures are required of Seller. Seller makes no warranties or representations other than it has fee title to the Property and will convey good and marketable title to Buyer.
- 7.0 COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.
- 8.0 ATTORNEY FEES AND COSTS. In the event of litigation to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees.
- 9.0 GOVERNING LAW. This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah. Any litigation related to this agreement shall be filed in Utah County, State of Utah.
- 10.0 COUNTERPARTS. This Contract and any addenda and counteroffers may be executed in counterparts.
- 11.0 SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year set forth below:

DATE: \_\_\_\_\_

AMERICAN FORK CITY

Attest:

BRADLEY J. FROST, Mayor

CITY RECORDER

DATE: \_\_\_\_\_

JACK NOEL BREMS

State of Utah )  
 )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally appeared \_\_\_\_\_, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

EARL JACK BREMS

\_\_\_\_\_  
 State of Utah )  
 )  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally appeared \_\_\_\_\_, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
 (notary signature) (seal)

KATHY JEAN DEVERAUX

\_\_\_\_\_  
 State of Utah )  
 )  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally appeared \_\_\_\_\_, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
 (notary signature) (seal)

Attachment: Purchase agreement Brems Rev. 9.16 (Purchase Agreement - Brems)



GARY LAWRENCE BREMS

State of Utah )  
 )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally appeared \_\_\_\_\_, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

**Attachment: Purchase agreement Brems Rev. 9.16 (Purchase Agreement - Brems)**

## Exhibit "A"

**Legal Description:** COM. 60 FT S OF NE COR OF BLK 27, PLAT A, AMERICAN FORK CITY SURVEY; S 117.5 FT; W 165 FT; N 117.5 FT; E 165 FT TO BEG.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 28, 2021**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on authorizing the mayor to sign a notice of approval for a quit-claim deed for Rockwell Ranch Owner Association.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

The Rockwell Ranch Block 1 Phase 2 plat was approved by the city council on August 25, 2020. This plat included two separate parcels (Parcel A and Parcel B) for common area. The intent was to place the clubhouse on one of the parcels. However, with the design of the clubhouse the lot line needed to be adjusted slightly to accommodate the plans. One method of doing this is to combine the two lots into one by a Quit-Claim deed. The city council needs to approve the combination of the two parcels. Approval of this would authorize the mayor to sign the notice of approval of local government.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

I move to authorize the mayor to sign the notice of approval or the Rockwell Ranch Owner Association, Inc. quit-claim deed.

**SUPPORTING DOCUMENTS**

Rockwell Ranch Owner Association Quit Claim Deed (PDF)

When recorded, return to:  
 White Horse Developers  
 520 S. 850 E., Ste A4, Lehi, UT, 84043

### QUIT-CLAIM DEED

ROCKWELL RANCH OWNER ASSOCIATION, INC., a Utah nonprofit corporation, ("Grantor"), of Utah County, Utah, hereby quit claims to the ROCKWELL RANCH OWNER ASSOCIATION, INC., a Utah nonprofit corporation ("Grantee"), of Utah County, Utah, in order to combine parcels 51-662-0194 and 51-662-0195 into one parcel for the sum or ten dollars and other good and valuable consideration, the following described tract of land in Utah County, Utah:

All of Parcel A and B of Rockwell Ranch Block 1 Phase 2 Plat, according to the plat thereof as recorded in the Office of the Utah County Recorder. Said parcel of land being located in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

BEGINNING AT A POINT BEING SOUTH 89°53'31" EAST 1,430.70 FEET ALONG SECTION LINE AND SOUTH 3,452.65 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°03'27" EAST 291.58 FEET; THENCE SOUTH 00°46'16" WEST 118.66 FEET; THENCE SOUTHWESTERLY 23.36 FEET ALONG THE ARC OF A 15.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°13'44" WEST AND THE CHORD BEARS SOUTH 45°23'08" WEST 21.07 FEET WITH A CENTRAL ANGLE OF 89°13'44"); THENCE WEST 1.49 FEET; THENCE NORTHWESTERLY 256.04 FEET ALONG THE ARC OF A 326.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH AND THE CHORD BEARS NORTH 67°30'00" WEST 249.51 FEET WITH A CENTRAL ANGLE OF 45°00'00"); THENCE NORTH 45°00'00" WEST 50.68 FEET; THENCE NORTHWESTERLY 9.92 FEET ALONG THE ARC OF A 381.00 FEET RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 45°00'00" WEST AND THE CHORD BEARS NORTH 45°44'45" WEST 9.92 FEET WITH A CENTRAL ANGLE OF 01°29'30") TO THE POINT OF BEGINNING.

**Contains 27,571 Square Feet or 0.633 Acres**

In compliance with Utah Code § 10-9a-606, the foregoing modification of real property for the purpose of combining parcels 51-662-0194 and 51-662-0195 has been approved by American Fork City and the Rockwell Ranch Owner Association, Inc. and such approvals are attached hereto as Exhibits A, B, and C, respectively.

WITNESS the hand of said Grantor this 14 day of September, 2021.

ROCKWELL RANCH OWNER ASSOCIATION, INC.,  
 a Utah nonprofit corporation

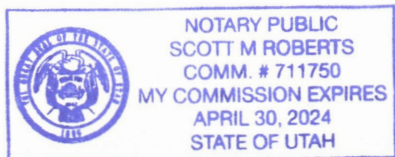
By: JACOB HORAN

Its: BOARD of DIRECTORS

STATE OF UTAH                    )  
   : ss.  
 COUNTY OF UTAH                )

The foregoing instrument was acknowledged before me this 14 day of September, 2021, by Jacob Horan, as authorized member/manager of the Rockwell Ranch Owner Association (the above Grantor).

SEAL:



[Signature]  
 NOTARY PUBLIC

**EXHIBIT A**  
**NOTICE OF APPROVAL OF LOCAL GOVERNMENT**  
**Pursuant to Utah Code 10-9a-606(5)(a)**  
**RECITALS**

A. ROCKWELL RANCH OWNER ASSOCIATION, INC. (the "Conveyor") is the fee simple owner of parcels 51-662-0194 and 51-662-0195, or the following described tracts of lands (hereinafter, the "Parcels"), in Utah County, Utah that are being combined into one parcel:

All of Parcel A and B of Rockwell Ranch Block 1 Phase 2 Plat, according to the plat thereof as recorded in the Office of the Utah County Recorder. Said parcel of land being located in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

BEGINNING AT A POINT BEING SOUTH 89°53'31" EAST 1,430.70 FEET ALONG SECTION LINE AND SOUTH 3,452.65 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°03'27" EAST 291.58 FEET; THENCE SOUTH 00°46'16" WEST 118.66 FEET; THENCE SOUTHWESTERLY 23.36 FEET ALONG THE ARC OF A 15.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°13'44" WEST AND THE CHORD BEARS SOUTH 45°23'08" WEST 21.07 FEET WITH A CENTRAL ANGLE OF 89°13'44"); THENCE WEST 1.49 FEET; THENCE NORTHWESTERLY 256.04 FEET ALONG THE ARC OF A 326.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH AND THE CHORD BEARS NORTH 67°30'00" WEST 249.51 FEET WITH A CENTRAL ANGLE OF 45°00'00"); THENCE NORTH 45°00'00" WEST 50.68 FEET; THENCE NORTHWESTERLY 9.92 FEET ALONG THE ARC OF A 381.00 FEET RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 45°00'00" WEST AND THE CHORD BEARS NORTH 45°44'45" WEST 9.92 FEET WITH A CENTRAL ANGLE OF 01°29'30") TO THE POINT OF BEGINNING.

**Contains 27,571 Square Feet or 0.633 Acres**

B. The Parcels are part of the common area for the Rockwell Ranch development and are being combined by deed.

C. Utah Code § 10-9a-606 permits the Conveyor to modify, or convey the Parcels to another person or entity, upon approval of the local government. The Parcels are located within American Fork city limits, and American Fork has jurisdiction over zoning and development of the Parcels.

**CERTIFICATION**

In consideration of the foregoing recitals, the undersigned executes this Notice of Approval for the modification and combination of the Parcels and certifies the American Fork has granted approval to the Conveyor to modify and combine the Parcels.

IN WITNESS WHEREOF, the undersigned executes this NOTICE OF APPROVAL OF LOCAL GOVERNMENT as of \_\_\_\_ day of September, 2021.

American Fork, A Utah municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH                    )  
   : ss.  
 COUNTY OF UTAH                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2021, by \_\_\_\_\_, as authorized representative of American Fork and that he/she is authorized to execute this Notice.

SEAL:

\_\_\_\_\_  
 NOTARY PUBLIC



**Exhibit B**  
**NOTICE OF APPROVAL OF ASSOCIATION**  
**Pursuant to Utah Code 10-9a-606(5)(b)**

**RECITALS**

A. ROCKWELL RANCH OWNER ASSOCIATION, INC. ("RRO") is the fee simple owner of parcels 51-662-0194 and 51-662-0195, or the following described tracts of lands (hereinafter, the "Parcels") in Utah County, Utah:

B. All of Parcel A and B of Rockwell Ranch Block 1 Phase 2 Plat, according to the plat thereof as recorded in the Office of the Utah County Recorder. Said parcel of land being located in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

BEGINNING AT A POINT BEING SOUTH 89°53'31" EAST 1,430.70 FEET ALONG SECTION LINE AND SOUTH 3,452.65 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°03'27" EAST 291.58 FEET; THENCE SOUTH 00°46'16" WEST 118.66 FEET; THENCE SOUTHWESTERLY 23.36 FEET ALONG THE ARC OF A 15.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°13'44" WEST AND THE CHORD BEARS SOUTH 45°23'08" WEST 21.07 FEET WITH A CENTRAL ANGLE OF 89°13'44"); THENCE WEST 1.49 FEET; THENCE NORTHWESTERLY 256.04 FEET ALONG THE ARC OF A 326.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH AND THE CHORD BEARS NORTH 67°30'00" WEST 249.51 FEET WITH A CENTRAL ANGLE OF 45°00'00"); THENCE NORTH 45°00'00" WEST 50.68 FEET; THENCE NORTHWESTERLY 9.92 FEET ALONG THE ARC OF A 381.00 FEET RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 45°00'00" WEST AND THE CHORD BEARS NORTH 45°44'45" WEST 9.92 FEET WITH A CENTRAL ANGLE OF 01°29'30") TO THE POINT OF BEGINNING. **Contains 27,571 Square Feet or 0.633 Acres**

C. The Parcels are part of the Rockwell Ranch Owner Association (the "Association") common area.

D. Utah Code § 10-9a-606 permits RRO to modify the Parcels to the Association upon approval of at least 67% of the voting interests of the Association.

E. Pursuant to the Declaration of Covenants, Conditions, and Restrictions for the Rockwell Ranch recorded on the 5<sup>th</sup> of October, 2020, with the Utah County Recorder as Entry Number 154279:2020, RRO is the "Declarant" of the Association, and as such, holds all voting interests of the Association.

**CERTIFICATION**

In consideration of the foregoing recitals, the undersigned executes this Notice of Approval for the modification and combination of the Parcels and certifies that RRO has received approval from the declarant for the modification and combination of the Parcels, who holds more than 67% of the Association's voting interest.

IN WITNESS WHEREOF, the undersigned executes this NOTICE OF APPROVAL OF ASSOCIATION as of this 14 day of September, 2021.

The Rockwell Ranch Owner Association Inc  
 A Utah nonprofit corporation

Jacob Horan

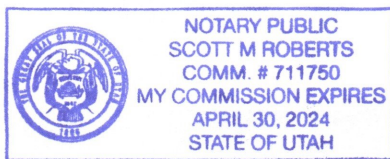
By: JACOB HORAN

Its: BOARD OF DIRECTORS

STATE OF UTAH                    )  
   : ss.  
 COUNTY OF UTAH                )

The foregoing instrument was acknowledged before me this 14 day of September, 2021, by Jacob Horan, as authorized representative of Rockwell Ranch Owner Association Inc and that he/she is authorized to execute this Notice.

SEAL:



NOTARY PUBLIC

[Signature]

**Exhibit C**  
**NOTICE OF APPROVAL OF DECLARANT**  
**Pursuant to Utah Code 10-9a-606(5)(c)**

**RECITALS**

A. Rockwell Ranch Owner Association INC. ("RRO") is the fee simple owner of parcels 51-662-0194 and 51-662-0195, or the following described tracts of lands (hereinafter, the "Parcels") in Utah County, Utah:

All of Parcel A and B of Rockwell Ranch Block 1 Phase 2 Plat, according to the plat thereof as recorded in the Office of the Utah County Recorder. Said parcel of land being located in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

BEGINNING AT A POINT BEING SOUTH 89°53'31" EAST 1,430.70 FEET ALONG SECTION LINE AND SOUTH 3,452.65 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°03'27" EAST 291.58 FEET; THENCE SOUTH 00°46'16" WEST 118.66 FEET; THENCE SOUTHWESTERLY 23.36 FEET ALONG THE ARC OF A 15.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°13'44" WEST AND THE CHORD BEARS SOUTH 45°23'08" WEST 21.07 FEET WITH A CENTRAL ANGLE OF 89°13'44"); THENCE WEST 1.49 FEET; THENCE NORTHWESTERLY 256.04 FEET ALONG THE ARC OF A 326.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH AND THE CHORD BEARS NORTH 67°30'00" WEST 249.51 FEET WITH A CENTRAL ANGLE OF 45°00'00"); THENCE NORTH 45°00'00" WEST 50.68 FEET; THENCE NORTHWESTERLY 9.92 FEET ALONG THE ARC OF A 381.00 FEET RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 45°00'00" WEST AND THE CHORD BEARS NORTH 45°44'45" WEST 9.92 FEET WITH A CENTRAL ANGLE OF 01°29'30") TO THE POINT OF BEGINNING. **Contains 27,571 Square Feet or 0.633 Acres**

B. The Parcels are part of the Rockwell Ranch Owner Association (the "Association") common area.

C. Utah Code § 10-9a-606 permits RRO to modify and combine the Parcels upon approval of the declarant during the period of administrative control.

D. Pursuant to the Declaration of Covenants, Conditions, and Restrictions for the Rockwell Ranch recorded on the 5<sup>th</sup> of October, 2020, with the Utah County Recorder as Entry Number 154279:2020, RRO is the "Declarant" of the Association. As of the date of execution of this instrument, the period of Declarant control remains in effect.

**CERTIFICATION**

In consideration of the foregoing recitals, the undersigned executes this Notice of Approval for the conveyance of the Parcels to the Association and certifies that RRO, as Declarant, hereby approves the modification and combination of the Parcels.

IN WITNESS WHEREOF, the undersigned executes this NOTICE OF APPROVAL OF ASSOCIATION as of this \_\_\_\_ day of September, 2021.

The Rockwell Ranch Owner Association Inc  
A Utah nonprofit corporation

\_\_\_\_\_  
*Jacob Horan*

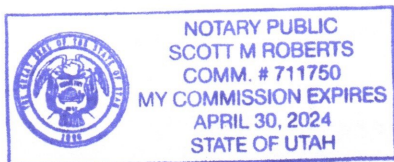
By: JACOB HORAN

Its: BOARD OF DIRECTORS

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 14 day of September, 2021, by Jacob Horan, as authorized representative of the Rockwell Ranch Owner Association LLC and that he/she is authorized to execute this Notice.

SEAL:



\_\_\_\_\_  
*Scott M. Roberts*  
NOTARY PUBLIC